**AI-12111** **5.C.**

**DPS Step Program**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Angela Garcia, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

**CAPTION**

Discussion, consideration, and approval of Letter of Support for Department of Public Safety's Selective Traffic Enforcement Program (STEP).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact.

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

Link: Request

Link: Letter

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 10:17 AM | APRV |
| 2 | Erika Reyna | Erika Reyna | 11/07/2008 01:18 PM | APRV |
| 3 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Angela Garcia — Started On: 11/05/2008 09:03 AM

Final Approval Date: 11/07/2008

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD – BOX 4087 – AUSTIN, TEXAS 78773-0001
(512) 424-2000

STANLEY E. CLARK
DIRECTOR
LAMAR BECKWORTH
ASST. DIRECTOR

COMMISSION
ALLAN B. POLUNSKY,
CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH

October 27, 2008

RECEIVED
OCT 31 2008
COUNTY JUDGE

The Honorable J. D. Salinas
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78539

Re: Letter of Acceptance for Local Benefit
FY 09 and 10 Comprehensive Selective Traffic Enforcement Program (STEP)

Dear Judge Salinas:

The Department of Public Safety (DPS) through a federal grant program administered by the Texas Department of Transportation (TxDOT) has been able to work additional enforcement within your county in federal fiscal year 2008 and anticipates doing so again in fiscal years 2009 and 2010. This enforcement focuses primarily on three areas – Speed, DWI, and Occupant Protection.

TxDOT must ensure that at least 40% of all federal funds apportioned to the state will be expended by or for the benefit of political subdivisions of the state in carrying out local highway safety programs authorized in accordance with Title 23, United States Code, Section 163. Grant funds awarded to DPS are used to pay overtime to troopers who work in this STEP program in your county. THIS IN NO WAY AFFECTS ANY OTHER STEP PROGRAMS THAT MAY HAVE BEEN OR WILL BE AWARDED TO OTHER LAW ENFORCEMENT AGENCIES IN YOUR COUNTY.

At this time, we are requesting your support of this program. With your cooperation in this effort, this enforcement program should have a positive impact upon your county and its communities. If you support this program as benefiting your local government and community, please sign below where indicated and return an original for our files. Should you have any questions, please contact me at (512) 424-2119.

Sincerely,

William M. Diggs, Major
Texas Highway Patrol Division

_____
(Name - Please Print)

_____
(Signature)

_____
(Official Title)

_____
(Date)

November 12, 2008

Major William M. Diggs
Texas Highway Patrol Division
5805 N. Lamar Blvd Box 4087
Austin, TX 78773

Re: Letter of Support for FY 09 and 10 Comprehensive Selective Traffic Enforcement Program

Dear Major William M. Diggs:

Hidalgo County is committed to improving the quality of life of its residents and providing a safe environment. As one of the largest Texas counties, and one with a rapidly growing population, Hidalgo County is grateful for the continued collaboration of the Texas Department of Transportation (TxDOT) and the Department of Public Safety (DPS) in the fulfillment of these goals. Particularly, we appreciate the DPS Selective Traffic Enforcement Program (STEP Program), which, with TxDOT's assistance, has been able to provide additional law enforcement in our area.

The additional enforcement provided through the STEP Program has been devoted to minimizing speeding and DWIs while promoting occupant protection. All of these areas are vital for the wellbeing of our county. Hidalgo County rests assured that this program is not only desirable but necessary for the continued protection of our residents.

The Texas Department of Public Safety has worked diligently to make Hidalgo County a safer community and we are very grateful for your service. Please accept this Letter of Support for the Fiscal Years 2009 and 2010 STEP Program in our community. Should you have any questions, please contact Mr. Valde Guerra (Commissioners' Court Executive Officer) at (956) 292-7025.

Sincerely,

_____
JUAN D. SALINAS III
Hidalgo County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
OSCAR GARZA, JR.
County Commissioner, Pct. 4

**AI-12117** **5.D.**

**Appropriation for Hurricane Dolly Expenditures (25% of Beck Invoices)**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Erika Reyna, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

### CAPTION

1. Authorization for County Treasurer to issue payment to Beck Disaster Recovery, Inc. for invoices totaling $1,502,477.00 after Auditor review and audit procedures have been completed.
2. Approval and authorization to appropriate $375,619.25 (25% of Beck Disaster Recovery, Inc. invoices) from General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.
3. Approval and authorization to set up a receivable in the amount of $1,126,857.75 which represents a 75% reimbursement from FEMA and or Local Jurisdictions for Debris Monitoring Services.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Funding available as of 11/05/08.

## Attachments

Link: BA

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 10:25 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 11/07/2008 01:37 PM | APRV |
| 3 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Erika Reyna — Started On: 11/05/2008 10:01 AM

Final Approval Date: 11/07/2008

**DATE:** November 5, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Hurrican Dolly (1100)

**ACCOUNT NUMBER:** 8-1100-415-00-115-072-0-350

**Contact Person:** Rey Salazar **Ph#** (956) 292-7025 Ext. 5426

**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 |
|---|---|---|
| | | |
| 8-1100-415-00-115-072-0-350 | HURRICANE DOLLY - CONTRACTUAL SERVICES | 375,619.25 |
| | | |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 375,619.25 |

REASON: To appropriate funding for Debris Monitoring Services related to the ROW Collection Program.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-12169** **5.E.**

**457 Plan Hardship Request**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Monica Badillo, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

### CAPTION

Approval of 457 Plan Withdrawal due to hardship for employee #088099.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: request

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 01:18 PM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/06/2008 01:29 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 04:42 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Monica Badillo Started On: 11/06/2008 11:43 AM

Final Approval Date: 11/07/2008

# SIMPKINS & ASSOCIATES
# HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Pct. 2 - Parks

Participant Name Jose Angel Ramirez Employee # 088099

Address 32 [redacted] Alamo TX 78 [redacted]

Social Security [redacted] Daytime Phone No. (

**SECTION I – H**

I understand that t be due to financial hardship o
the withdrawal is and heavy financial need. I
distributions, othe l hardship, and all other non-
me under the Pla ned by the Company. I und
taxable as ordina which I receive it. **In additi**
**unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

**IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.**

**The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.**

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
(✓) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ —

Have you ever taken a hardship before? NO If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Jose Angel Ramirez Date 11-6-08

**SECTION II – Authorized Plan Representative**

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

**SECTION III – Distribution Procedure**

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

**Fax request to:**
**Simpkins & Associates**
**(972) 960-7133**

**AI-12187** **5.F.**

# TCDRS Plan Year 2009 Provisions

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Sergio Cruz, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

### CAPTION

Discussion, consideration, and action on Authorization to change TCDRS Plan Provisions for Plan Year 2009 to include a 4% COLA for retirees (as approved during the 2009 budget process) and increase the county's contribution rate from 8.81% to 9.02%

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Authorization

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 08:03 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 11/07/2008 09:44 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 09:56 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:57 AM | APRV |

Form Started By: Sergio Cruz — Started On: 11/06/2008 03:57 PM

Final Approval Date: 11/07/2008

# Hidalgo County, #207

# Rate information for proposed plan provision changes

# Plan year 2009

| | Current Plan | Proposed Plan I |
|---|---|---|
| **Plan Provisions:** | | |
| Employee deposit rate | 7% | 7% |
| Matching rate | 200% | 200% |
| Past and future deposits / future deposits* | | No Change |
| Prior service credit | 160% | 160% |
| Vesting | 8 years | 8 years |
| Rule of | 75 | 75 |
| Eligible at X years and any age | 20 years | 20 years |
| COLA** | N/A | Flat-rate 4 |
| Credit for military service | Yes | Yes |
| Partial lump sum | Yes | Yes |
| Buyback*** | N/A | No |
| **Plan Rates:** | | |
| 1. Normal cost rate | 6.71% | 6.71% |
| 2. UAAL rate | 2.10% | 2.31% |
| **3. Total required rate for 2009**** | **8.81%** | **9.02%** |
| 4. Rate difference between proposed and current plan | | 0.21% |
| 5. Elected rate | | |
| **Plan Assets & Liabilities:** | | |
| 6. Present value of future benefits | $ 236,526,348 | $ 238,547,207 |
| 7. Present value of future normal cost contributions | $ 49,517,980 | $ 49,517,980 |
| 8. Actuarial accrued liabilities (Line 6 – Line 7) | $ 187,008,368 | $ 189,029,227 |
| 9. Actuarial value of assets | $ 165,805,060 | $ 165,805,060 |
| 10. Unfunded or (overfunded) actuarial accrued liability [UAAL or (OAAL)] (Line 8 – Line 9) | $ 21,203,308 | $ 23,224,167 |
| 11. Funded ratio (Line 9/Line 8) | 89% | 88% |
| 12. Amortization period | 15.0 years | 15.0 years |

* The matching rate can never be lowered for employee deposits that have already been made.

** The last COLA adopted was a flat-rate 3% COLA effective 2008.

*** The last buyback was authorized in 2002.

**** Required rate for 2008: 8.78%.

Please contact TCDRS if you have any questions or for any additional information regarding changing benefit plan options.

# Hidalgo County, #207
# Authorization to change TCDRS plan provisions
# Plan year 2009

The following order concerning the participation of Hidalgo County in the Texas County & District Retirement System (TCDRS) for the 2009 plan year was adopted in open session on _____, 2008.

1. With respect to the plan provisions currently applicable to its members, Hidalgo County makes the following changes:

   There are no changes for members.

2. With respect to annuities paid to its retirees or their beneficiaries, Hidalgo County adopts a flat-rate 4% COLA.

3. Hidalgo County adopts an annually determined contribution rate plan with the following rate for the 2009 plan year: the total required employer contribution rate of 9.02%.

4. Except as modified by this order or by law, the plan provisions previously adopted by this Commissioners Court of Hidalgo County relating to participation in TCDRS remain in effect and are continued.

5. In the event the 2009 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with the retirement system, the Commissioners Court of Hidalgo County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

**Certification**

I certify that the foregoing order concerning the participation of Hidalgo County in the Texas County & District Retirement System for the 2009 plan year truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2008, by the Commissioners Court of Hidalgo County as such action is recorded in the official minutes.

_____

County Judge of Hidalgo County

Dated: _____

**AI-12178** **5.G.**

**Hiring Freeze**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Monica Badillo, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

### CAPTION

Discussion, consideration and action on General Fund hiring freeze, excluding Law Enforcement

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 03:35 PM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/07/2008 08:30 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 09:08 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 11:00 AM | APRV |
| Form Started By: Monica Badillo | | | Started On: 11/06/2008 01:45 PM | |
| Final Approval Date: 11/07/2008 | | | | |

**AI-12193** **5.H.**

# Appointment for the Rio South Texas Economic Council
# CC REGULAR

**Date:** 11/12/2008
**Submitted By:** Erika Reyna, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Category:** Comm. Court Executive Officer

## Information

### CAPTION

Appointment of an Hidalgo County representative to the Rio South Texas Economic Council.

### BACKGROUND

Recommended appointee: J.D. Salinas, III

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 08:06 AM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 11/07/2008 11:05 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 11:41 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 04:08 PM | APRV |

Form Started By: Erika Reyna — Started On: 11/06/2008 05:31 PM

Final Approval Date: 11/07/2008

**AI-12194** **5.I.**

**Notice of Intenet to issue C.O., Series 2008**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Sergio Cruz, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

### CAPTION

Discussion, consideration, and approval of Resolution Approving Notice of Intent to Issue Certificates of Obligation in an amount not to exceed $26,000,000.00.

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Sergio Cruz | Started On: 11/06/2008 06:13 PM |
| Final Approval Date: 11/07/2008 | |

**AI-12207** **5.J.**

**JP 4, 2 Truancy Grant**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Monica Badillo, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Officer |

## Information

### CAPTION

Discussion, consideration and appropriate action regarding the implementation of the OJJDP (Office of Juvenile Justice and Delinquency Prevention) Truancy Program Grant Award accepted by Commissioners' Court on 9/23/08 in the amount of $491,892.00

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 04:02 PM | APRV |
| 2 | Rosalinda Cantu | | 11/07/2008 04:47 PM | PEND |

Form Started By: Monica Badillo Started On: 11/07/2008 03:49 PM

Final Approval Date: 11/07/2008

**AI-12206** **6.A.**

**Appt. of Deputy Constable Pct. 5**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Monica Badillo, BUDGET & MANAGEMENT |
| **Submitted For:** | Constable Pct. #5 |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Constables |

## Information

### CAPTION

Consideration and action on the Appointment of Juan Rivas as Deputy Constable for Pct. #5 in accordance with Section 86.011 of the Texas Local Government Code

### BACKGROUND

Interviews conducted.
Employment effective and contingent upon appointment by Court on 11/12/08.

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 03:12 PM | APRV |
| 2 | Rosalinda Cantu | | 11/07/2008 04:47 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 11/07/2008 02:52 PM | |
| Final Approval Date: 11/07/2008 | | | | |

**AI-12078** **7.B.**

# Procedures to Register Dangerous Animals

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Josie Escalante, HEALTH & HUMAN SERVICES DEPT. |
| **Submitted For:** | Eddie Olivarez |
| **Department:** | HEALTH & HUMAN SERVICES DEPT. |
| **Agenda Category:** | Health & Human Services Dept. |

## Information

### CAPTION

Discussion on adoption of procedures to register dangerous animals in the County. (i.e. bears, tigers, lions)

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Discussion only

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/03/2008 10:38 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 11/05/2008 09:51 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:26 PM | APRV |
| 4 | Manuel Chapa | Manuel Chapa | 11/07/2008 11:36 AM | APRV |
| 5 | Purchasing Department | Marty Salazar | 11/07/2008 03:57 PM | APRV |

Form Started By: Josie Escalante — Started On: 11/03/2008 08:58 AM

Final Approval Date: 11/07/2008

**AI-12188** **8.A.**

**WIC**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Margarita Gonzalez, WIC |
| **Submitted For:** | Norma Longoria,WIC Director |
| **Department:** | WIC |
| **Agenda Category:** | WIC |

## Information

### CAPTION

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

| Date | Vendor | Amount | Reason | Invoice # |
|---|---|---|---|---|
| 6/18/08 | Mission Regional Hospital | $1,393.20 | Installation of a 2" backflow low preventor at water meter. | 70 |

2. Request and approval to pay the annual membership dues to the Texas Association of WIC Directors calendar year Jan. 1 - Dec. 31, 2009 in the amount of $125.00 for Norma L. Longoria, WIC Director. Req. # 143193.

### BACKGROUND

The invoice for Mission Regional Hospital falls under Section 0.01.01 (a) Emergency Procedures in the Purchasing Policy & Procedure Manual.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 1292-441-00-350-001-8-431

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

**BUDGETARY IMPACT:**

Available balance as of 11/07/2008 - $14,108.24

**FISCAL YEAR:** 2009 **ACCT. #:** 1292-441-00-350-001-9-810

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

**BUDGETARY IMPACT:**

Available balance as of 11/07/2008 - $675.00

## Attachments

Link: Memo

Link: Invoice

Link: Invoice

Link: Purchasing Policy

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 08:03 AM | APRV |
| 2 | Damaris San Miguel | Damaris San Miguel | 11/07/2008 01:47 PM | APRV |
| 3 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Margarita Gonzalez

Started On: 11/06/2008 04:00 PM

Final Approval Date: 11/07/2008

Attn: Cathy
323-1203

# CTO, INC.

MECHANICAL CONTRACTORS
4901 East Grimes • Harlingen, Texas 78550
(956) 428-4636 • Fax (956) 428-8708

Received & paid

## INVOICE

| | |
|---|---|
| INVOICE NO: | 706 |
| INVOICE DATE: | 6/18/2008 |
| OUR JOB NO: | 100 |
| CUSTOMER NO: | 4054 |

MISSION HOSPITAL

900 SOUTH BRYAN ROAD
MISSION TX 78572

| Description | Ext. Price |
|---|---|
| PURCHASE ORDER #042255 | |
| INSTALL A 2" RPZ BACKFLOW PREVENTOR AT WATER METER | 1,935.00 |
| - | |
| TAX EXEMPT | |

RECEIVED
OCT - 9 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

TERMS: 30 days

| | |
|---|---|
| SUBTOTAL: | 1,935.00 |
| SALES TAX: | 0.00 |
| TOTAL AMOUNT DUE: | 1,935.00 |

Attn: Cathy
323-1203

# CTO, INC.

MECHANICAL CONTRACTORS
4901 East Grimes • Harlingen, Texas 78550
(956) 428-4636 • Fax (956) 428-8708

Received & paid

## INVOICE

| | |
|---|---|
| INVOICE NO: | 706 |
| INVOICE DATE: | 6/18/2008 |
| OUR JOB NO: | 100 |
| CUSTOMER NO: | 4054 |

MISSION HOSPITAL

900 SOUTH BRYAN ROAD
MISSION TX 78572

| Description | Ext. Price |
|---|---|
| PURCHASE ORDER #042255 | |
| INSTALL A 2" RPZ BACKFLOW PREVENTOR AT WATER METER | 1,935.00 |
| - | |
| TAX EXEMPT | |

RECEIVED
OCT - 9 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

TERMS: 30 days

| | |
|---|---|
| SUBTOTAL: | 1,935.00 |
| SALES TAX: | 0.00 |
| TOTAL AMOUNT DUE: | 1,935.00 |

# TEXAS ASSOCIATION OF LOCAL WIC DIRECTORS
## ANNUAL MEMBERSHIP DUES
## January 1st – December 31st, 2009

**PLEASE PRINT OR TYPE**

**Local Agency** Hidalgo County WIC Program **Local Agency #** 12

**Address** 3105 W. University

**Phone** (956) 381-4646 **Fax** (956)380-4056

**Email** norma.longoria@wic.co.hidalgo.tx.us

**Voting Representative** Norma L.Longoria
(WIC Director or Designee)

**Annual Dues: $125.00** **Payable by December 31, 2008 for calendar year Jan. 1-Dec. 31, 2009**

**Pay by check or credit card. If paying by credit card: Name on card**_____

**Credit Card Number**_____

**Expiration date**_____ **Signature**_____

**Payable to: Texas Association of Local WIC Directors**
**Mail to: TALWD**
**P.O. Box 49276**
**Austin, Texas 78765**

**THE IMPORTANCE OF TALWD MEMBERSHIP:**

**TALWD acts as a vehicle for the expression of ideas on planning, policy, coordination, implementation and administration of the WIC Program on the local, state and federal level.**

**TALWD fosters communication between local WIC Programs and the Texas Department of Health with the goal of positively effecting the administration of WIC within the state.**

**TALWD brings together the administrators of the local agency WIC Programs in order to promote peer support, orientation and/or assistance.**

**TALWD promotes professional and public awareness of new and existing federal and state legislation.**

**Membership in TALWD represents an agency membership.**

applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

8.04.02. Information obtained from the prospective vendor *must* include the name, address and telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of the representative providing the quote, and the specific (i.e., name brand and model number) product offered. For written quotations, this information must be included on the face of the written proposal.

8.05. **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factors being equal, the lowest price should always be taken), relative quality of good or service (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, other relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases.

9.01. **Emergency Defined, Procedures.**

9.01.01. Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a)(1), (2) & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;

b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or

c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02. The following procedures *must* be followed for Priority One purchases:

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedure 9.01.01, or in Tex. Loc. Govt. Code § 262.024.

b. Designation. The designation of *Priority One* indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.

c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:

i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the

**AI-11990** **9.A.**

# Hidalgo County HIDTA Task Force Uniform Policy
# CC REGULAR

**Date:** 11/12/2008
**Submitted By:** Nelda Olivarez, HIDTA
**Submitted For:** Dora L. Munoz, Commander
**Department:** HIDTA
**Agenda Category:** HIDTA - Task Force

## Information

### CAPTION

Discussion, consideration, and approval of the "Hidalgo County HIDTA Task Force Uniform Policy".

### BACKGROUND

Legal Council reviewed and approved said policy.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1251-412-00-270-011-0-605
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 10-30-08 $4,000.00.

## Attachments

Link: HIDTA Uniform Policy-Revised

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 10/29/2008 03:29 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 10/30/2008 08:47 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 10/30/2008 02:58 PM | APRV |
| 4 | Dina Trevino | Dina Trevino | 10/31/2008 01:25 PM | APRV |
| 5 | Auditor's Office | Linda Fong | 11/06/2008 07:59 AM | APRV |
| 6 | Ivan Cantu | Ivan Cantu | 11/06/2008 08:03 AM | APRV |
| 7 | Auditor's Office | Linda Fong | 11/07/2008 09:07 AM | APRV |
| 8 | Ivan Cantu | Ivan Cantu | 11/07/2008 09:15 AM | APRV |
| 9 | Auditor's Office | Linda Fong | 11/07/2008 09:18 AM | APRV |
| 10 | Purchasing Department | Marty Salazar | 11/07/2008 10:53 AM | APRV |
| 11 | Court Administrator | Monica Badillo | 11/07/2008 03:25 PM | APRV |

Form Started By: Nelda Olivarez Started On: 10/29/2008 02:57 PM

Final Approval Date: 11/07/2008

**HIDALGO COUNTY H.I.D.T.A. TASK FORCE**

**UNIFORM POLICY**

***Aim*:**
Due to the nature of the HIDTA investigations, a standard uniform policy cannot be in place. This policy is to give guidance on the reasonableness, safety and credibility of its Agents and other law enforcement officers assigned to HIDTA Task Force.

***Application:***
This policy applies to all Hidalgo County HIDTA Task Force Agents and other law enforcement officers assigned to HIDTA Task Force.

***Policy:***
It shall be the policy of the Hidalgo County HIDTA Task Force that all Task Force Agents will maintain an appearance that supports the aims, priorities and values of the HIDTA Task Force.

The HIDTA Task Force will issue tactical clothing, equipment, other safety supplies, or specific clothing to its Agents based on safety reasons, the need to identify themselves to the public and to improve team cohesiveness and operation effectiveness. The clothing issued by the Task Force will clearly identify the Agent as ***"POLICE"*** and used for official authorized Task Force business only. All clothing, equipment, and other safety supplies will be returned to the Task Force upon termination of employment.

The HIDTA Task Force administrator will keep abreast of any inappropriate use of said supplies/equipment. The administrator will identify personnel who have violated the "*Hidalgo County HIDTA Task Force Zero Tolerance Policy*" with a detailed report, followed with the appropriate disciplinary action.

***Review and Revision:***
The HIDTA Task Force reserves the right to rescind and/or amend this policy at any time upon Commissioners Court approval.

**AI-12103** **10.A.**

**Material testing contract - City of Penitas**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Materials Testing Services in connection with City of Peñitas Urban County Program Year 18 (2005) for the Camargo Subdivision Street Improvements Project in the City of Peñitas.

2. Presentation of the scoring grid five (5) Material Testing firms from the County's approved "pool" as graded and evaluated by the City of Peñitas for the purposes of ranking by Commissioners' Court in connection with City of Peñitas UCP Year 18 (2005) Camargo Subdivision Street Improvements project.

3. Authority to negotiate a Materials Testing Service contract with the No. 1 ranked firm of _____ for the provision of material testing services for the City of Peñitas Camargo Subdivision Street Improvements project.

### BACKGROUND

The City of Peñitas has graded five material testing firms from the County's approved "pool". Raba-Kistner Consultant, Inc., Terracon Consultants, Inc., Millenium Engineers Group, L & G Engineering Laboratory, LLC, and Professional Services Industries, Inc., were rated for the Camargo Subdivision street improvement project in the City of Peñitas. See attached Grading-Scoring Grid for your review.

Funds Available: $ 42,695.02 Yr 17 (2004) City of Peñitas Street Improvements

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County funds

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

**BUDGETARY IMPACT:**

Urban County will utilize Year 17 (2004) City of Penitas Street Improvements funds for this project.

## Attachments

Link: City of Penitas

# Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 07:50 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/07/2008 10:03 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 10:17 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 11:12 AM | APRV |

Form Started By: Estella Webber Started On: 11/04/2008 03:43 PM

Final Approval Date: 11/07/2008

**City of PEÑITAS**
**Testing Services**
**Street Improvements at Camargo Subdivision**
**Grading-Ranking Grid**

| Criteria | Raba-Kistner Consultants, Inc. | | | Professional Service Industries (PSI) | | | L&G Engineering Laboratory, LLC | | | Terracon Consultants, Inc. | | | Millenium Engineering Group | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Grader 1 | Grader 1 | Grader 1 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 |
| Professional Qualifications of Team | **18** | **20** | **20** | **18** | **20** | **18** | **20** | **18** | **18** | **20** | **20** | **18** | **15** | **17** | **17** |
| Experience Project Team | **22** | **25** | **25** | **22** | **25** | **24** | **22** | **20** | **22** | **20** | **20** | **22** | **22** | **22** | **23** |
| Experience/ Availability of Project Manager | **18** | **20** | **19** | **20** | **20** | **19** | **20** | **20** | **19** | **20** | **18** | **15** | **15** | **20** | **18** |
| Understanding of Project | **22** | **25** | **25** | **20** | **25** | **24** | **22** | **22** | **20** | **25** | **23** | **20** | **25** | **20** | **21** |
| Familiarity with Applicable Rules & Regulations | **10** | **10** | **10** | **10** | **10** | **9** | **5** | **10** | **9** | **4** | **10** | **8** | **8** | **10** | **9** |
| **TOTALS** | **90** | **100** | **99** | **90** | **100** | **94** | **89** | **90** | **88** | **89** | **91** | **83** | **85** | **89** | **88** |
| **AVERAGES** | **289÷3=96.34** | | | **284÷3=94.67** | | | **267÷3=89** | | | **263÷3=87.67** | | | **262÷3=87.34** | | |
| **RANKING** | | | | | | | | | | | | | | | |

**AI-12101** **10.B.**

**Monthly report - Pct. #1 (Delta Area) Water/Sewer Imp.**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Informatin Study and a Preliminary Engineering Report in connection with Pct. #1 Water / Sewer Improvement and Planning Activity.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

Presentation of monthly status report. No fiscal impact.

## Attachments

Link: report - Dos Logistics

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 07:51 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/06/2008 09:28 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:28 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:55 AM | APRV |

Form Started By: Estella Webber — Started On: 11/04/2008 03:28 PM

Final Approval Date: 11/07/2008

**Monthly Summary of Work**
**Delta Area Regional Water/Wastewater Treatment Plant**
**(Elsa, Edcouch, and La Villa)**
**Update Report**

Dos Logistics, Inc. (DL, Inc.) has compiled a summary of its work on the Delta Area Regional Water/Wastewater Treatment Plant planning services project. Comprehensive project reports and support material as they relate to respective scope items outlined in the contract are provided herein, as well as other support materials that further highlight progress and project development.

The following is a summary of the current activities, research, and analytical findings in accordance with the scope of services for the Environmental Review documents; technical evaluations and QA/QC analysis of Facility Plans; Grant/Funding Research and Submittals; Public Involvement/Stakeholders Meeting; and other related project correspondence.

## Environmental Information Documents

Dos Logistics, Inc. (DL, Inc.) is currently 95% complete with the City of La Villa and City of Edcouch Environmental Review documents. DL, Inc. is currently awaiting final correspondence review for both cities from the Hidalgo County Drainage District, No. 1 to determine if further review is needed and possible permit requirements for the proposed improvements. DL, Inc. is also waiting on the National Park Service (NPS) to determine if there is any Formally Classified Land in the area of La Villa and Edcouch.

The City of Elsa is currently at approximately 60% completion – as state and federal regulatory agency correspondence requests were sent out on October 6, 2008, and are allotted a 30-day review period. Once all correspondence returns, DL, Inc. anticipates the City of Elsa ER should be completed by mid to late November.

The Regional Service Area ER is currently being finalized with inclusion of information received from the BECC Regional Water and Wastewater Facility Plan for the entire regional service area completed by the Brown and Caldwell group. The Regional report was received on October 24, 2008. Environmental Regulatory Agency correspondence has been completed and sent out as of Monday, October 27, 2008, to pertinent state and federal regulatory agencies for this project.

**SUPPORT MATERIAL SUBMITTED: EXHIBIT 1**

A. Narrative Summary of the Environmental Review Study Documents
B. Electronic Copy/CD of Draft Environmental Review Reports

## Quality Assurance/Quality Control

DL, Inc. completed technical QA/QC evaluations of the Cities of Edcouch, Elsa, and La Villa BECC Water and Wastewater Facility Plans. As reported in the attached correspondence, the results of this analysis yielded some minor as well as some significant discrepancies with some areas of information reported by the BECC Brown and Caldwell consultant group.

A copy of the evaluation report and recommendation was provided to Ms. Diana Serna, UCP Director, for review and possible action.

**SUPPORT MATERIAL SUBMITTED: EXHIBIT 2**

A. Correspondence to Ms. Diana Serna Regarding QA/QC Findings
B. Facility Plan(s) Technical Evaluation Findings

## Project Management and Coordination

***Funding Coordination and Grant Writing***

The DL, Inc. team continued its state and federal funding coordination – specifically on eligible grant funding programs for investments in public works, economic development facilities, and water and environmental programs. Current research has yielded eligible funding programs through the *USDA; CFDA; EDA; Texas Water Development Board; and the BECC.*

In accordance with the determination of each of the cities in the project area, DL, Inc. provided technical funding application services as part of this project for submittal of the *FY09-10 BEIF/PDAP 2008 Prioritization Process for Water and Wastewater Infrastructure Projects through the BECC.* Each of the cities in the target project area were given an opportunity to participate in DL, Inc.'s technical services for the application process and only the City of La Villa elected to submit on their own. A letter was sent out to Mr. Wilfredo Mata, La Villa City Manager, advising him of the assistance available and confirming a verbal conversation with DL, Inc. staff where he indicated that the City of La Villa would not be requiring the services of DL, Inc.

Project applications and attachments were submitted to the BECC on October 24, 2008, included:

- *City of Elsa Water Treatment System*
- *City of Elsa Water Distribution System*
- *City of Elsa Wastewater Collection System*
- *City of Elsa Wastewater Treatment System*
- *City of Edcouch Water Treatment System*
- *City of Edcouch Water Distribution System*
- *City of Edcouch Wastewater Collection System*
- *City of Edcouch Wastewater Treatment Plant*
- *Delta Area Regional Wastewater Collection System*
- *Delta Area Regional Wastewater Treatment Plant*

Application information was also obtained from the USDA Preliminary Engineering Report (PER) for Wastewater Facilities grant packages, which includes application completion requirements and other eligibility information and recommendations. A copy of the release bulletin and application packet is included in this submittal.

**SUPPORT MATERIAL SUBMITTED: EXHIBIT 3**

A. FY09-10 BEIF/PDAP 2008 Prioritization Process for Water and Wastewater Infrastructure Projects Applications (10 total)
B. Correspondence to Mr. Wilfredo Mata, La Villa City Manager
C. USDA Rural Utilities Service Bulletin 1780-3 Preliminary Engineering Report-Wastewater Facilities

***Coordination with Interim Solutions***

DL, Inc. representatives met with the Cities of Elsa and Edcouch to discuss solutions for a regional system including waste water and water plant regional approaches and a inter-connect option for the water system. Additional interim solutions proposed include a connection to Engleman Irrigation District to obtain raw water for the City of Elsa.

***Coordination with Regulatory Agencies***

During the period of performance, DL, Inc. representatives coordinated and attended meetings and/or phone conferences with multiple state and federal regulatory agencies, namely the Texas Commission on Environmental Quality (TCEQ); the Texas Water Development Board (TWDB); the United States Department of Agriculture (USDA), and the Border Environmental Cooperation Commission (BECC). The purpose of these meetings was to request information on applicable project(s) funding cycles through their agencies and the potential budget/funding availability for water/wastewater related projects.

DL, Inc. representatives also attended multiple meetings hosted by the BECC on technical training assistance for the *2008 Prioritization Process applications* – which were submitted to the BECC on October 24, 2008. DL, Inc. is also coordinating meetings with representatives from the TWDB – namely, Mr. Bruch Crawford, Mr. Jeff Walker, and Mr. Robert Ruiz of the TWDB in Austin, Texas, on the process and requirements for funding. TWDB grants are awarded on criteria of need and reviewed/considered on a first-come-first-serve basis.

***Coordination of Stakeholders***

The first Delta Area Regional Water/Wastewater Treatment Plant stakeholders' meeting was held on October 9, 2008, at Hidalgo County Precinct 1 Commissioner's office. All three target cities were represented at the meeting and a healthy discussion ensued on the technical, logistical, and cost issues associated with the stand-alone and/or regional treatment plant alternatives. The DL, Inc. team provided a full power point presentation highlighting the BECC Facility Plan recommendations and findings, estimated costs associated with the treatment plant alternatives, the Hidalgo County Urban County program study recommendations for "next-step" funding recommendations, and other logistical and technical issues relevant to the target communities.

DL, Inc. consultants also made the Cities aware of the upcoming grant application deadlines with the BECC for potential construction funding and the need to identify a project sponsor for the regional facilities. The various scenarios on a "stand-alone" and/or a "regional" approach were discussed and the communities agreed that they would need to bring-forth the issue with their full councils to adopt a resolution supporting the best alternative for their communities.

An educational brochure was also developed for the submittal of approximately 10,000 copies to households, businesses, and municipal buildings throughout the communities of Elsa, Edcouch, and La Villa. Stakeholders attending the meeting were advised that the brochure provided a mailing address, email address, and fax line for comments to be submitted to the consulting group. Additionally, local media was informed of the meeting and invited to participate in the public information process on this project.

**SUPPORT MATERIAL SUBMITTED: EXHIBIT 4**

A. Delta Area Regional Water/Wastewater Treatment Plant Planning Project Power Point Presentation, October 9, 2008
B. Educational Project Brochure
C. Stakeholder Meeting Sign-In Sheet

***CCN Evaluations/Applications***

A review of the CCN boundaries for each of the cities was conducted in order for the consultants to determine where the cities might have to obtain CCN, file joint CCN, or release CCN to determine the water and wastewater service providers for the area.

The City of Elsa and Edcouch have determined the CCN needs and applications will be submitted for each to request CCN. Wastewater CCN applications are required.

*NOTE: CCN stands for Certificate of Convenience and Necessity, which determines the water and wastewater service provider for that specific area.*

**AI-12137** **10.C.**

**Water/Sewer Imp. / City of Weslaco**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

1. Request to rescind the authority to negotiate contract with Raba-Kistner consultants, Inc. the highest rated firm for the City of Weslaco Water/Sewer Improvements project utilizing Hidalgo County Urban County Program funds.

2. Request to negotiate a professional engineering service contract with the No. 2 or No. 3 ranked firms as necessary for an Urban County Program-City of Weslaco Water/Sewer Improvements project.

### BACKGROUND

Hidalgo County Urban County Program requested authority to negotiate a professional engineering service contract with the No. 1 ranked firm of Raba-Kistner Consultants, Inc. for the provision of engineering services for an Urban County Program, City of Weslaco Water/Sewer Improvement project on September 30, 2008. Negotiations with Raba-Kistner Consultants, Inc. were not reached. Raba-Kistner Consultants, Inc., has opted to withdraw from the project and the city has requested that Urban County Program request authority to negotiate with the second or third rated engineering firm as needed to reach a negotiated engineering firm fee.

See AI-11344 CC 09/30/08 (11.F)

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County funds

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

**BUDGETARY IMPACT:**

Urban County funds will be utilized for this project.

## Attachments

Link: project - Weslaco

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 04:13 PM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/06/2008 02:19 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:30 PM | APRV |

| | | | |
|---|---|---|---|
| 4 | Purchasing Department Marty Salazar | 11/07/2008 10:55 AM | APRV |
| Form Started By: Estella Webber | | Started On: 11/05/2008 03:22 PM | |
| Final Approval Date: 11/07/2008 | | | |

# City of Weslaco

"The City on the Grow"

Buddy de la Rosa, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Soyla R. Gonzalez, Commissioner, District 1
Rene Rodriguez, Jr., Commissioner, District 3
Adrian Gonzalez, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Patrick B. Kennedy, Commissioner, District 6

Anthony Covacevich, City Manager

October 3, 2008

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

Re: 2008 Sewer Line Improvement Project

Dear Ms. Serna,

On October 2, 2008, at 10 a.m. city staff met with Mr. Dennis Charkow from Raba-Kistner Consultants, Inc. to negotiate a professional civil engineering service contract on the 2008 Sewer Line Improvement Project.

Raba-Kistner Consultants, Inc. informed us that they did not perform professional civil engineering services and therefore, we were unable to negotiate for such services. The City is respectfully requesting to negotiate a contract with L & G Engineering who was the second highest ranked firm.

Your review and approval will be greatly appreciated.

Sincerely,

Anthony Covacevich
City Manager

| Post-it® Fax Note 7671 | Date 10/3/08 | # of pages ▶ 1 |
|---|---|---|
| To Lupe | From Sylvia | |
| Co./Dept. UCP | Co. City of Weslaco | |
| Phone # 787-8107 | Phone # 968-3181 | |
| Fax # 787-5291 | Fax # | |

OCT 3

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Raba Kistner

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

October 29, 2008

Ms. Sylvia Martinez, Community Development Coordinator / Planning Technician
City of Weslaco
255 South Kansas Ave.
Weslaco, Texas 78596

Re: Sewer Line Project
Calle de Las Palmas to Cedro Street
Weslaco, Texas

Dear Ms. Martinez:

This letter is being sent at your request to document the fact that although Raba – Kistner Consultants (R-K), was selected to provide engineering services for the above-referenced project, an agreement to provide these services was not executed. R-K was listed as a provider of civil engineering design services for the City of Weslaco. In fact, R-K does not provide these services but would be able to provide Construction Materials Observation and Testing services during the construction phase of the above-referenced project. It is our understanding that the necessary civil engineering services will be negotiated with another qualified provider.

We hope that this may address any concerns which you may have in this matter; if we can be of additional professional assistance to the City of Weslaco, please do not hesitate to call.

Best regards,

**RABA-KISTNER CONSULTANTS, INC.**

Dennis Charkow
Supervisor ,CME

OCT 30 2008

# URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court**
**Agenda Request Form**

No. 11344

Date: September 23, 2008 Meeting Date Request: September 30, 2008

Deadline for Action: September 30, 2008 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956)787-5291

***Diana R. Serna, UCP Director*** DRS

**Caption:**

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 21(2008)for a Water/Sewer Improvement Project in the City of Weslaco.

b. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Weslaco and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvement Project in the City of Weslaco.

c. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of Raba-Kistner for the provision of engineering services for an Urban County Program -City of Weslaco Water/Sewer Improvement project.

**Background:**

The City of Weslaco and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". Raba-Kistner Consultants, Inc., L&G Engineering Laboratory, LLC, and S&B Infrastructure, Ltd. were the three firms. The Water/Sewer Improvements Project includes the up grading and installation of sewer lines, and street resurfacing improvement to the alley between Calle Las Palmas and Calle del Cedro From Torritos St. to Calle de Hidalgo. See attached grading grid for your review.

Deputy Director: _____ Manager: _____ Finance: _____

**Please initial for approval:**

**Legal Counsel** _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:

Account Code: _____ Impact on Future Budget: Yes _____ No _____

**Comments:**

APPROVED Co. Comm. Ct.
DATE 9.30.08 DRS

**Action taken by Commissioner's Court:**

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

# Hidalgo County – Urban County Program
# City of Weslaco
# Engineering Services
# Water/Sewer Improvement Project
# Grading Grid

| CRITERIA | L & G Engineering Laboratory, LLC | | | Raba-Kistner Consultants, Inc. | | | S & B Infrastructure, Ltd. | | |
|---|---|---|---|---|---|---|---|---|---|
| | Grader Weslaco | Grader Weslaco | Grader P. Dept. | Grader Weslaco | Grader Weslaco | Grader P. Dept. | Grader Weslaco | Grader Weslaco | Grader P. Dept. |
| Selection Criteria | 17 | 10 | 20 | 18 | 10 | 20 | 17 | 10 | 18 |
| Experience of Project Team | 23 | 10 | 20 | 22 | 15 | 25 | 20 | 10 | 20 |
| Experience/Availability of Project Manager | 16 | 10 | 20 | 16 | 15 | 20 | 18 | 10 | 10 |
| Understanding Projects | 20 | 10 | 25 | 20 | 10 | 25 | 20 | 15 | 25 |
| Familiarity w/Applicable Rules & Regulations | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| TOTALS | 86 | 50 | 95 | 86 | 60 | 100 | 85 | 55 | 83 |
| AVERAGES | | 77% | | | 82% | | | 74.3% | |
| | | 2 | | | 1 | | | 3 | |

**AI-12102** **10.D.**

**Amendment - Pct. #2**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

1. Public Hearing concerning a proposed Budget & Program Amendment for Urban County Program FY 20 (2007) & FY 21 (2008) for Hidalgo County Precinct No. 2. The proposed amendment will transfer funds and create a Fire Station/Equipment line item, Health Services line item and Public Facilities line item.

2. Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct No. 2 to transfer funds and create a Fire Station/Equipment line item, Health Services line item and Public Facilities line item to the existing workplans for Urban County Program Year 20 (2007) & Year 21 (2008).

### BACKGROUND

The proposed amendment for Hidalgo County Precinct No. 2 will transfer funds and create a Fire Station/Equipment line item, Health Services line item and Public Facilities line item to the existing workplans in UCP Year 20 (2007) & Year 21 (2008). A Public Hearing was held on November 12, 2008 at 9:30 am., and citizen participation requirements have been met. See attached detailed amendment.

Year 20 (2007) *The proposed amendment will decrease the Street Improvement line item by $100,000.00 and transfer to fund the Public Facilities line item.
*The proposed Amendment will create a Public Facilities line item in the amount of $100,000.00 and add to the workplan the following: Construction of a public library in the City of San Juan to include engineering, testing, construction, parking lot and related appurtenances.

Year 21 (2008) *The proposed Amendment will decrease the Street Improvement line item by $100,000.00 and transfer funds into the Fire Station/Equipment line item.
*The proposed Amendment will delete the ED Technical Assistance line item in the amount of $10,000.00 and transfer funds into the Fire Station/Equipment line item.
*The proposed Amendment will create a Fire Station/Equipment line item in the amount of $110,000.00 and add to the workplan: Purchase of a fire brush unit and related equipment to be utilized in the City of San Juan.
*The proposed Amendment will decrease the General Administration line item in the amount of $15,0000 and transfer funds into the Senior Services and Health Services line items.
*The proposed Amendment will create a Health Services line item in the amount of

$10,000.00 to fund the subrecipient, HOPE Clinic.
*The proposed Amendment will increase the Senior Services line item in the amount of $5,000.00 to fund the subrecipient, Senior Companions.

## Fiscal Impact

**FISCAL YEAR:** 2008

**ACCT. #:** Urban Co. funds

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Proposed budget and program amendments are utilizing Urban County funds.

## Attachments

Link: Budget and Program Amend.(2)

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 07:51 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/06/2008 03:26 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 07:47 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:55 AM | APRV |

Form Started By: Estella Webber

Started On: 11/04/2008 03:34 PM

Final Approval Date: 11/07/2008

# URBAN COUNTY PROGRAM
## Hidalgo County Commissioner's Court
## Agenda Request Form

No. _____

Date: November 4, 2008
Deadline for Action: November 12, 2008
Department: *Urban County Program*
*Diana R. Serna, UCP Director*

Meeting Date Request: November 12, 2008
Contact Person: *Diana R. Serna*
Phone: (956) 787-8127 Fax: (956)787-5291

**Caption:**

a. Public Hearing concerning a proposed Budget & Program Amendment for Urban County Program FY 20 (2007) & FY 21 (2008) for Hidalgo County Precinct No. 2. The proposed amendment will transfer funds and create a Fire Station/Equipment line item, Health Services line item and Public Facilities line item.

b. Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct No. 2 to transfer funds and create a Fire Station/Equipment line item, Health Services line item and Public Facilities line item to the existing workplans for Urban County Program Year 20 (2007) & Year 21 (2008).

**Background:**

The proposed amendment for Hidalgo County Precinct No. 2 will transfer funds and create a Fire Station/Equipment line item, Health Services line item and Public Facilities line item to the existing workplans in UCP Year 20 (2007) & Year 21 (2008). A Public Hearing was held on November 12, 2008 at 9:30 A.M., and citizen participation requirements have been met. See attached detailed amendment.

**Year 20 (2007)**
*The proposed amendment will decrease the Street Improvement line item by $100,000.00 and transfer to fund the Public Facilities line item.
*The proposed Amendment will create a Public Facilities line item in the amount of $100,000.00 and add to the workplan the following: *Construction of a public library in the City of San Juan to include engineering, testing, construction, parking lot and related appurtenances.*

**Year 21 (2008)**
*The proposed Amendment will decrease the Street Improvement line item by $100,000.00 and transfer funds into the Fire Station/Equipment line item.
*The proposed Amendment will delete the ED Technical Assistance line item in the amount of $10,000.00 and transfer funds into the Fire Station/Equipment line item.
*The proposed Amendment will create a Fire Station/Equipment line item in the amount of $110,000.00 and add to the workplan: Purchase of a fire brush unit and related equipment to be utilized in the City of San Juan.
*The proposed Amendment will decrease the General Administration line item in the amount of $15,0000 and transfer funds into the Senior Services and Health Services line items.
*The proposed Amendment will create a Health Services line item in the amount of $10,000.00 to fund the subrecipient, HOPE Clinic.
*The proposed Amendment will increase the Senior Services line item in the amount of $5,000.00 to fund the subrecipient, Senior Companions.

Manager: _____ Finance: _____

**Please initial for approval:**
**Legal Counsel** _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____
**Comments:**
**Action taken by Commissioner's Court:**
Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

*c:\wpwin60\wpdocs\agreqfrm.wpd*

PUBLIC HEARING NOTICE
**HIDALGO COUNTY PRECINCT NO. 2**
URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, HIDALGO COUNTY PRECINCT NO. 2 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED *BUDGET AND* PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 20 (2007) & YEAR 21 (2008).

THE PUBLIC HEARING WILL BE HELD ON WEDNESDAY, NOVEMBER 12, 2008 AT 9:30 A.M. AT THE HIDALGO COUNTY ADMINISTRATION BUILDING LOCATED AT 100 EAST CANO, EDINBURG, TEXAS 78539.

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

| **Existing** | **Urban County** | **Proposed** |
|---|---|---|
| **Budget** | **Year 20 (2007)** | **Budget** |
| $128,211.34 | Parks, Recreational Facilities | $128,211.34 |
| $243,910.00 | Street Improvements (-$100,000.00) | $143,910.00 |
| $ 0.00 | Public Facilities (+$100,000.00) | $100,000.00 |
| $ 6,027.00 | Public Services | $ 6,027.00 |
| $ 6,945.57 | Senior Services | $ 6,945.57 |
| $ 39,356.23 | Youth Services | $ 39,356.23 |
| $ 9,000.00 | Transportation Services | $ 9,000.00 |
| $ 10,728.12 | Battered & Abused Spouses | $ 10,728.12 |
| $ 6,750.00 | Crime Awareness | $ 6,750.00 |
| $ 24,750.00 | Abused & Neglected Children | $ 24,750.00 |
| $ 4,050.74 | General Administration | $ 4,050.74 |
| $479,729.00 | | $479,729.00 |

The proposed Amendment will **decrease** the Street Improvement line item by $100,000.00 and transferred to fund the Public Facilities line item.

The proposed Amendment will **create** a Public Facilities line item in the amount of $100,000.00 and **add** to the workplan the following: Construction of a public library in the City of San Juan to include engineering, testing, construction, parking lot and related appurtenances.

| **Existing** | **Urban County** | **Proposed** |
|---|---|---|
| **Budget** | **Year 21 (2008)** | **Budget** |
| $129,880.00 | Parks, Recreational Facilities | $129,880.00 |
| $181,571.00 | Street Improvements (-$100,000.00) | $ 81,571.00 |
| $ 0.00 | Fire Station/Equipment (+$110,000.00) | $110,000.00 |
| $ 17,349.00 | Public Services | $ 17,349.00 |
| $ 0.00 | Health Services (+$10,000.00) | $ 10,000.00 |
| $ 8,000.00 | Senior Services (+$5,000.00) | $ 13,000.00 |
| $ 40,500.00 | Youth Services | $ 40,500.00 |
| $ 9,000.00 | Transportation Services | $ 9,000.00 |
| $ 13,500.00 | Battered & Abused Spouses | $ 13,500.00 |
| $ 6,750.00 | Crime Awareness | $ 6,750.00 |
| $ 24,750.00 | Abused & Neglected Children | $ 24,750.00 |
| $ 10,000.00 | ED Technical Assistance (-$10,000.00) | $ 0.00 |
| $ 20,000.00 | General Administration (-$15,000.00) | $ 5,000.00 |
| $461,300.00 | | $461,300.00 |

The proposed Amendment will **decrease** the Street Improvement line item by $100,000.00 and transfer funds into the Fire Station/Equipment line item.

The proposed Amendment will **delete** the ED Technical Assistance line item in the amount of $10,000.00 and transfer funds into the Fire Station/Equipment line item.

The proposed Amendment will **create** a Fire Station/Equipment line item in the amount of $110,000.00 and **add** to the workplan: Purchase of a fire brush unit and related equipment to be utilized in the City of San Juan.

The proposed Amendment will **decrease** the General Administration line item in the amount of $15,0000 and transfer funds into the Senior Services and Health Services line items.

The proposed Amendment will **create** a Health Services line item in the amount of $10,000.00 to fund the subrecipient, HOPE Clinic.

The proposed Amendment will **increase** the Senior Services line item in the amount of $5,000.00 to fund the subrecipient, Senior Companions.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

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

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 787-1891.

WRITTEN COMMENTS CAN BE FORWARDED TO:
COMMISSIONER HECTOR "TITO" PALACIOS
301 EAST STATE
PHARR, TEXAS 78577

Fiscal year thru period ending 11/30/2008

92

| Description | Month to date | Year to date | Ytd encumbrnce | Annual budget | Annual var | % used |
|---|---|---|---|---|---|---|
| 5007 92 0306 5100 9210 VA ARCHITECTURE I | .00 | 3,412.57 | 9,229.77 | 12,642.34 | .00 | 100.0% |
| 5007 92 0306 5100 9220 R. GUTIERREZ ENGI | .00 | .00 | 10,000.00 | 10,000.00 | .00 | 100.0% |
| 5007 92 0306 5100 Subtotal | .00 | 3,412.57 | 19,229.77 | 22,642.34 | .00 | 100.0% |
| 5007 92 0306 5200 9211 UNITED CONTRACTIN | .00 | 101,592.00 | 3,977.00 | 105,569.00 | .00 | 100.0% |
| 5007 92 0306 Subtotal | .00 | 105,004.57 | 23,206.77 | 128,211.34 ✓ | .00 | 100.0% |
| 5007 92 0311 5000 9200 STREET IMPROVEMEN | .00 | .00 | .00 | 243,910.00 ✓ | 243,910.00 | .0% |
| 5007 92 0500 5600 9211 LUPE | .00 | 6,027.00 | .00 | 6,027.00 ✓ | .00 | 100.0% |
| 5007 92 0501 5600 9211 LRGVDC-FOSTER GRA | .00 | 2,640.49 | .00 | 2,640.49 | .00 | 100.0% |
| 5007 92 0501 5900 9222 AMIGOS DEL VALLE | .00 | 4,305.08 | .00 | 4,305.08 | .00 | 100.0% |
| 5007 92 0501 Subtotal | .00 | 6,945.57 | .00 | 6,945.57 ✓ | .00 | 100.0% |
| 5007 92 0504 5325 9244 CITY OF HIDALGO | .00 | 3,488.58 | .00 | 3,488.58 | .00 | 100.0% |
| 5007 92 0504 5330 9222 SAN JUAN YOUTH PR | .00 | 1,616.40 | .00 | 1,616.40 | .00 | 100.0% |
| 5007 92 0504 5330 9244 CITY OF HIDALGO | .00 | 793.05 | .00 | 793.05 | .00 | 100.0% |
| 5007 92 0504 5330 Subtotal | .00 | 2,409.45 | .00 | 2,409.45 | .00 | 100.0% |
| 5007 92 0504 5340 9244 CITY OF HIDALGO | .00 | 4,514.20 | .00 | 4,514.20 | .00 | 100.0% |
| 5007 92 0504 5600 9211 PHARR BOYS & GIRL | .00 | 9,000.00 | .00 | 9,000.00 | .00 | 100.0% |
| 5007 92 0504 5600 9222 SAN JUAN YOUTH PR | .00 | 6,444.00 | .00 | 6,444.00 | .00 | 100.0% |
| 5007 92 0504 5600 9233 ALAMO BOYS & GIRL | .00 | 13,500.00 | .00 | 13,500.00 | .00 | 100.0% |
| 5007 92 0504 5600 Subtotal | .00 | 28,944.00 | .00 | 28,944.00 | .00 | 100.0% |
| 5007 92 0504 Subtotal | .00 | 39,356.23 | .00 | 39,356.23 ✓ | .00 | 100.0% |
| 5007 92 0505 5600 9211 LRGVDC-RIO METRO | .00 | 9,000.00 | .00 | 9,000.00 ✓ | .00 | 100.0% |
| 5007 92 0507 5600 9211 WOMEN TOGETHER | .00 | 10,728.12 | .00 | 10,728.12 ✓ | .00 | 100.0% |
| 5007 92 0509 5330 9211 HIDALGO COUNTY TR | .00 | 6,750.00 | .00 | 6,750.00 ✓ | .00 | 100.0% |
| 5007 92 0514 5600 9211 CASA | .00 | 15,750.00 | .00 | 15,750.00 | .00 | 100.0% |
| 5007 92 0514 5600 9222 CAC | .00 | 9,000.00 | .00 | 9,000.00 | .00 | 100.0% |
| 5007 92 0514 5600 Subtotal | .00 | 24,750.00 | .00 | 24,750.00 ✓ | .00 | 100.0% |
| 5007 92 2101 5125 9201 THE MONITOR | .00 | 4,050.74 | .00 | 4,050.74 ✓ | .00 | 100.0% |
| 5007 92 Subtotal | .00 | 212,612.23 | 23,206.77 | 479,729.00 | 243,910.00 | 49.2% |
| Total Expenditure | .00 | 212,612.23 | 23,206.77 | 479,729.00 ✓ | 243,910.00 | 49.2% |

Fiscal year thru period ending 11/30/2008

92

| Description | Month to date | Year to date | Ytd encumbrnce | Annual budget | Annual var | % used |
|---|---|---|---|---|---|---|
| 5008 92 0306 5000 9200 PARKS, RECREATION | .00 | .00 | .00 | 128,236.64 | 128,236.64 | .0% |
| 5008 92 0306 5100 9210 R. GUTIERREZ ENGI | .00 | .00 | 1,643.36 | 1,643.36 | .00 | 100.0% |
| 5008 92 0306 Subtotal | .00 | .00 | 1,643.36 | 129,880.00 | 128,236.64 | 1.3% |
| 5008 92 0311 5000 9200 STREET IMPROVEMEN | .00 | .00 | .00 | 181,571.00 | 181,571.00 | .0% |
| 5008 92 0500 5330 9222 INTERNATIONAL VAL | .00 | .00 | 1,190.00 | 1,190.00 | .00 | 100.0% |
| 5008 92 0500 5600 9211 LUPE | .00 | 1,524.68 | 8,324.32 | 9,849.00 | .00 | 100.0% |
| 5008 92 0500 5600 9222 INTERNATIONAL VAL | 430.47 | 1,046.78 | 5,263.22 | 6,310.00 | .00 | 100.0% |
| 5008 92 0500 5600 Subtotal | 430.47 | 2,571.46 | 13,587.54 | 16,159.00 | .00 | 100.0% |
| 5008 92 0500 Subtotal | 430.47 | 2,571.46 | 14,777.54 | 17,349.00 | .00 | 100.0% |
| 5008 92 0501 5600 9222 FOSTER GRANDPAREN | .00 | .00 | 3,500.00 | 3,500.00 | .00 | 100.0% |
| 5008 92 0501 5900 9211 AMIGOS DEL VALLE | .00 | .00 | 4,500.00 | 4,500.00 | .00 | 100.0% |
| 5008 92 0501 Subtotal | .00 | .00 | 8,000.00 | 8,000.00 | .00 | 100.0% |
| 5008 92 0504 5000 9200 YOUTH SERVICES | .00 | .00 | .00 | 9,000.00 | 9,000.00 | .0% |
| 5008 92 0504 5330 9222 SAN JUAN YOUTH PR | .00 | .00 | 1,700.00 | 1,700.00 | .00 | 100.0% |
| 5008 92 0504 5340 9211 ALAMO/SAN JUAN BO | .00 | .00 | 250.00 | 250.00 | .00 | 100.0% |
| 5008 92 0504 5600 9211 ALAMO/SAN JUAN BO | 1,550.16 | 4,965.90 | 8,284.10 | 13,250.00 | .00 | 100.0% |
| 5008 92 0504 5600 9222 SAN JUAN YOUTH PR | .00 | .00 | 7,300.00 | 7,300.00 | .00 | 100.0% |
| 5008 92 0504 5600 9233 PHARR BOYS & GIRL | .00 | .00 | 9,000.00 | 9,000.00 | .00 | 100.0% |
| 5008 92 0504 5600 Subtotal | 1,550.16 | 4,965.90 | 24,584.10 | 29,550.00 | .00 | 100.0% |
| 5008 92 0504 Subtotal | 1,550.16 | 4,965.90 | 26,534.10 | 40,500.00 | 9,000.00 | 77.8% |
| 5008 92 0505 5600 9211 RIO METRO | .00 | 9,000.00 | .00 | 9,000.00 | .00 | 100.0% |
| 5008 92 0507 5600 9211 WOMEN TOGETHER | .00 | 371.40 | 13,128.60 | 13,500.00 | .00 | 100.0% |
| 5008 92 0509 5000 9200 CRIME AWARENESS | .00 | .00 | .00 | 6,750.00 | 6,750.00 | .0% |
| 5008 92 0514 5600 9211 CASA OF HIDALGO C | .00 | 1,820.96 | 13,929.04 | 15,750.00 | .00 | 100.0% |
| 5008 92 0514 5600 9222 CAC | .00 | 3,019.05 | 5,980.95 | 9,000.00 | .00 | 100.0% |
| 5008 92 0514 5600 Subtotal | .00 | 4,840.01 | 19,909.99 | 24,750.00 | .00 | 100.0% |

Fiscal year thru period ending 11/30/2008

92

| Description | Month to date | Year to date | Ytd encumbrnce | Annual budget | Annual var | % used |
|---|---|---|---|---|---|---|
| 5008 92 1802 5000 9200 ED TECHINICAL ASS | .00 | .00 | .00 | 10,000.00 | 10,000.00 | .0% |
| 5008 92 2101 5000 9200 GENERAL ADMINISTR | .00 | .00 | .00 | 20,000.00 | 20,000.00 | .0% |
| 5008 92 Subtotal | 1,980.63 | 21,748.77 | 83,993.59 | 461,300.00 | 355,557.64 | 22.9% |
| Total Expenditure | 1,980.63 | 21,748.77 | 83,993.59 | 461,300.00 | 355,557.64 | 22.9% |

**AI-12140** **11.A.**

# Hidalgo County Primary Care/ Substance Abuse Facility
# CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Brenda Garza, COUNTY JUDGE |
| **Submitted For:** | Juan D. Salinas |
| **Department:** | COUNTY JUDGE |
| **Agenda Category:** | County Judge's Office |

## Information

### CAPTION

Project status report regarding the Hidalgo County Primary Care/ Substance Abuse Facility.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

No fiscal impact.

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 04:14 PM | APRV |
| 2 | Erika Reyna | Erika Reyna | 11/06/2008 09:23 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:31 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:55 AM | APRV |

Form Started By: Brenda Garza — Started On: 11/05/2008 03:52 PM

Final Approval Date: 11/07/2008

**AI-12132** **12.A.**

**Planning Departmenet**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Nora Cavazos, PLANNING DEPT. |
| **Submitted For:** | Raul Sesin |
| **Department:** | PLANNING DEPT. |
| **Agenda Category:** | Planning Department |

## Information

### CAPTION

1. Preliminary Approval
   A. Ash Subdivision – Pct. 1 (Roger Beethel)
   B. Monte Alto Acres Phase 5 Subdivision – Pct. 1(Richard Ruppert)

2. Final Approval with Financial Guarantee
   A. Cardinal Star Subdivision – Pct. 4 (Franz Schamberger)

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Ash Subd. - Preliminary

Link: Ash; Plat

Link: Monte Alto Acres 5 - Preliminary

Link: Monte Alto Acres 5;Plat

Link: Cardinal Star - Final

Link: Cardinal Star;Plat

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 02:47 PM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/05/2008 05:41 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:31 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:55 AM | APRV |

Form Started By: Nora Cavazos — Started On: 11/05/2008 02:16 PM

Final Approval Date: 11/07/2008

# 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: November 4, 2008

RE: **Ash Subdivision– Pct. 1**
**Preliminary Approval**

Ash Subdivision is a thirteen (13) lot subdivision located on the South east corner of Mile 12 North & Victoria Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 30, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty five (35) feet on Victoria Road and twenty (20) feet on Mile 12 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Victoria Road. That will serve as the primary server of water for the development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **November 03, 2008 s**ubject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

**Name of Subdivision:** Ash 2nd Review **Page** 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 07-17-08 | JRT |
| A | **1ST SHEET COMMENTS:** Turn off notation layer for the proposed 12' bar ditch. | | |
| B | PLAT NOTES: 1] Provide corner side setback for lot 13 to be at 10 feet. 3] Delete description inside parenthesis because it does not apply to this subdivision. 10] Provide name of owner (person) of subdivision. | | |
| C | METES & BOUNDS: Verify 1st callout because M&B describe that an iron rod was set for the northeast corner of this tract when as per the drawing you show property corner inside drainage ditch canal. If a monuments were not able to set or found for the northeast and southeast corners of this tract pleasem, label the fallowing; *"unable to set or find monument, property corner falls inside existing drainage ditch canal"* | | |
| D | **2ND SHEET COMMENTS:** HCROW waterline crossing permit is required for mile 12 North Road. | | |
| E | Please replace the last paragraph of the final water engineering report with the fallowing. *"Upon request by the lot owner, N.A.W.S.C. will promptly install at no charge the water meter for that lot. The entire water facilities have been approved and accepted by N.A.W.S.C. and said distribution system is operable as of the date of the recording of the plat."* | | |
| F | All modification on water and sewage engineering report need to reflect in the Spanish version. | | |
| G | **3RD SHEET COMMENTS:** Submit the approved discharge permit from HCDD#1 and Donna Irrigation District. | | |
| H | **For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.** | | |
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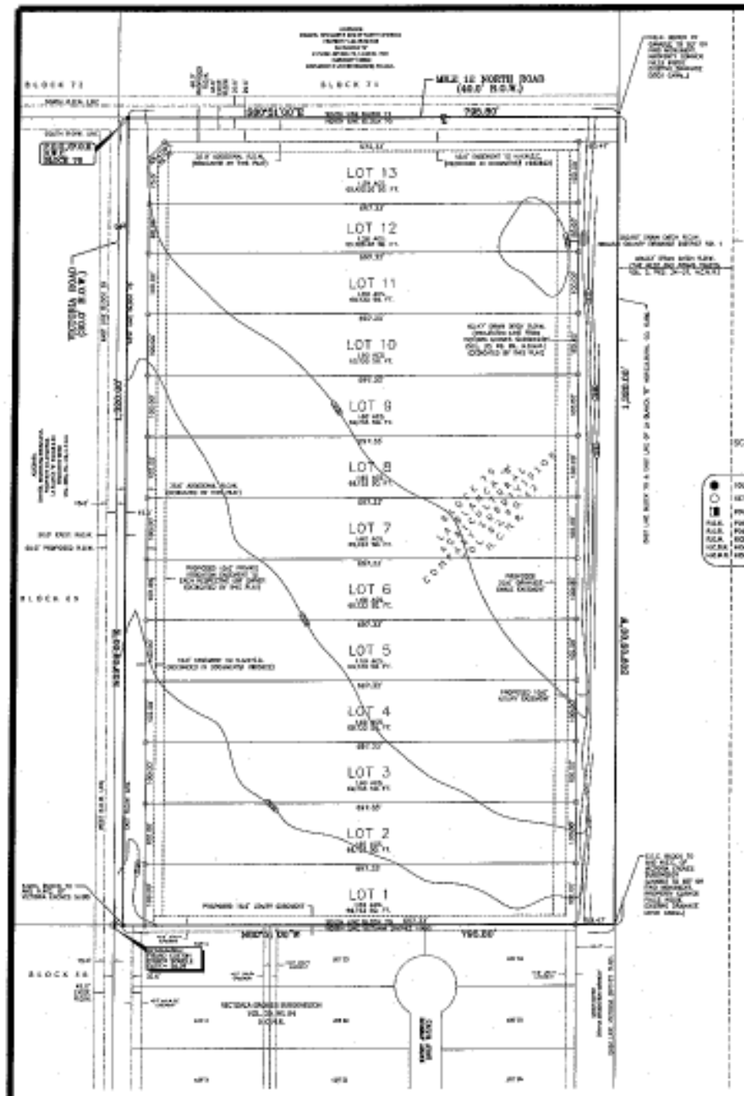


LEGEND

- 10X40 LOT IRON ROD
- 1/2" LOT IRON ROD
- PROPOSED CONCRETE DRIVE APPROACH
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.W. RIGHT OF WAY
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- H.C.D.R. HIDALGO COUNTY DEED RECORDS

# ASH SUBDIVISION

## HIDALGO COUNTY, TEXAS.

BEING A 24.11 GROSS ACRE (25.02 GROSS ACRE) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF BLOCK 70, LA ILUSION 10" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 00, PAGE 33, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

ASH SUBDIVISION, IS LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MILE 12 NORTH ROAD AND VICTORIA ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (INCORPORATION #3,948), ASH SUBDIVISION, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA, IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DONNA UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 1.

PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY, STATE, & ZIP CODE | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | SANCHEZ INVESTMENTS, LLC<br>ROGER ARCHER, PRESIDENT | 2413 RIVIERA DEL LAGO | PHARR, TEXAS 78577 | (956) 369-9982 | (956) 572-5202 |
| ENGINEER: | DAVID D. SALINAS | 2321 DAFFODIL AVE. | McALLEN, TEXAS 78504 | (956) 682-9081 | (956) 686-1488 |
| SURVEYOR: | DAVID D. SALINAS | 2321 DAFFODIL AVE. | McALLEN, TEXAS 78504 | (956) 682-9081 | (956) 686-1488 |

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid to North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair periodically, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the property for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of any water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the new improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline so relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement, and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor warrants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: This easement conveyed herein was obtained by or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this__day of 200__.

DEVELOPER

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT: _____ AS PER ZONING FOR RESIDENCE
   REAR: _____ AS PER ZONING FOR RESIDENCE
   SIDE: _____ AS PER ZONING FOR RESIDENCE
   LOT 13 SIDE (MILE 12 FR. ROW): _____ AS PER ZONING FOR RESIDENCE
   OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "A" (SHADING) & ZONE "X" (NO SHADING)
   ZONE "X" (UNSHADED) - AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
   ZONE "A" - NO BASE FLOOD ELEVATIONS DETERMINED.
   COMMUNITY PANEL NO. 480343 0450 C
   EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP: JUNE 6, 2000 -- REVISED TO REFLECT LOMR DATED MAY 30, 2002
   FLOOD INSURANCE RATE MAP: FEMA
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE SHOWN ON THE FEMA FLOOD PLAIN - COMMUNITY PANEL NUMBER 480343 0450 C, EFFECTIVE DATE JUNE 6, 2000 -- REVISED TO REFLECT LOMR DATED MAY 30, 2002 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS. THE LOWEST FINISHED FLOOR ELEVATIONS IDENTIFIED ON OTHER AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL BUILDING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE ABSOLUTE GUARDS FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE:
   ALL HABITABLE STRUCTURES SHALL BE 18" ABOVE TOP OF ROAD OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ESTIMATED ELEVATION OF 100 YEAR FLOOD WATER SURFACE IS 98.0 FEET MSL (NAVD 1988). ELEVATION CERTIFICATE MUST BE SUBMITTED TO HIDALGO COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL HABITABLE STRUCTURES. ALL HABITABLE STRUCTURES SHALL BE ELEVATED TO A MINIMUM ELEVATION OF 100 YEAR FLOOD ELEVATION PLUS 18" AND WITHIN A DESIGNATED FLOOD ZONE OF THE 100 YEAR FLOOD PLAIN IF APPLICABLE.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY IRRIGATION NO. 1, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 33,000 CU. FT. OF STORM WATER RUNOFF. DETENTION FACILITIES WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT AND DRAINAGE SHEETS FOR DRAINAGE DETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. UNDER FRONTAGE LAND, LOTS WILL BE PLATTED TO ACCEPTABLE HEALTH DEPARTMENT AND PUBLIC WORKS, APPROVED.
6. APPLIES OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH IRON ROD BY 18 INCH LONG IRON RODS.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, SHRUBS, LANDSCAPING, TREES, AND OTHER PLANTINGS, EXCEPT LOW, LESS THAN 18 INCHES MATURE GROWTH, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE DRAINAGE FIGURES (XXXX) HERE:
   ALL LOTS SHALL DRAIN TO THE ON-LOT DRAINAGE FACILITIES IN ACCORDANCE WITH THE CITY AND HIDALGO COUNTY DRAINAGE FOR SINGLE DWELLING.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OVERALL DRAINAGE PLAN FOR ALL LOTS.
   A. ROAD DRAINAGE IS BEING INTERCEPTED BY DISPOSAL OF DOMESTIC SEWERAGE ONLY, A SEPARATE SEWAGE SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
   B. EACH LOT IN THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. LOT SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED REPRESENTATIVE.
   D. THE MINIMUM LOT SIZE SUBJECTED TO THE APPROVED HIDALGO COUNTY HEALTH DEPARTMENT STANDARDS, IF PUBLIC WATER SYSTEM IS NOT AVAILABLE, SHALL BE ONE ACRE (43,560 SQUARE FEET) PER FAMILY DWELLING UNIT. IF PUBLIC WATER SYSTEM IS AVAILABLE, THE MINIMUM LOT SIZE SHALL BE 9,000 SQUARE FEET PER FAMILY DWELLING UNIT. TWO FAMILY DWELLING UNITS SHALL REQUIRE 12,000 SQUARE FEET PER LOT. THE MINIMUM LOT WIDTH SHALL BE 70 FEET AND MINIMUM LOT DEPTH 100 FEET.
   E. MINIMUM FINISH FLOOR ELEVATION IS REQUIRED INCLUDING ROADWAY LOT ELEVATIONS ARTIFICIALLY RAISED TO ACCEPTABLE FLOOD LOT.
10. ROGER ARCHER, PRESIDENT OF SANCHEZ INVESTMENTS, LLC, THE OWNER & SUBDIVIDER OF ASH SUBDIVISION, INTENDS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED SEPTIC ON THE LOT AS DESCRIBED ON SHEET 3 OF THIS PLAT.
11. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES SHALL BE MADE AVAILABLE TO THE SUBDIVISION.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS DEPICTED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
    B.M. NO. 1 = ELEV. 98.06', BLDG. DATUM: NORTH AMERICAN DATUM 1983. DESCRIPTION: TOP OF CUTTON PICKER SPINDLE FOUND 18" SOUTH OF THE SOUTHWEST CORNER OF THIS SUBDIVISION AT THE CENTER OF VICTORIA ROAD.
14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET OR PER THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3 ZONING THIS PLAT, EXCLUSIVE AND UNLESS OTHERWISE NOTED. ALL UTILITY EASEMENTS SHOWN COMPLY WITH THE STANDARDS ADOPTED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, OUTBUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO PERMIT OR LOT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND CROP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH CROP AND TSADC STANDARDS.
17. NO ACCESS ALLOWED ONTO LOT 13 FROM MILE 12.

REVISION NOTES

| NO. | SHEET | REVISION | DATE | APPROVED |
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STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), ROGER ARCHER, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS, ASH SUBDIVISION, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, ALLEYS, PARKS, WATER, SEWER, DRAINAGE, ELECTRIC LIGHT AND POWER, OR OTHER PUBLIC USES SHOWN FOR THE PURPOSE OF CONSTRUCTION WHEN APPROVED, AND FURTHER, HEREBY CERTIFY THAT ONE REQUIREMENTS OF SECTION 212.010 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET, AND THAT:

(a) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(b) SEWERAGE CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(c) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(d) GAS CONNECTIONS, IF AVAILABLE, AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: SANCHEZ INVESTMENTS, LLC — DATE
ROGER ARCHER, PRESIDENT
2413 RIVIERA DEL LAGO
PALMVIEW, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE OWNERS BY PERSONAL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2006.

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

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF ASH SUBDIVISION WAS HEREIN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED THIS _____ DAY OF _____, 200__.

MAYOR — DATE

STATE OF TEXAS
CITY OF DONNA

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.020 (A)

I/WE THE UNDERSIGNED OWNER/S OF THIS PLAT OF ASH SUBDIVISION HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____, 2006.

ATTEST:
HIDALGO COUNTY JUDGE — DATE
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____ AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M. ON _____, 2006.

HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TO THOSE OR HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS ASH SUBDIVISION, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" EXPRESS AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

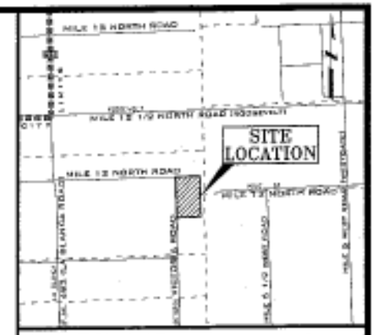
DAVID OMAR SALINAS, P.E. — DATE
REG. PROFESSIONAL ENGINEER #71173

STATE OF TEXAS
COUNTY OF HIDALGO

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

DAVID G. SALINAS, R.P.L.S. — DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E. 71, REG. NO. 71173 ON 8/28/06. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.




LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2321 DAFFODIL AVENUE — McALLEN, TEXAS 78504
JOB NUMBER: SP-07-2006
DATE OF SURVEY: SEPTEMBER 06, 2007
DATE PREPARED: OCTOBER 26, 2006

PLAT SHEET 1 OF 3

NOTES AND BOUNDS DESCRIPTION

BEING A 24.11 GROSS ACRE (25.02 GROSS ACRE) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF BLOCK 70, LA ILUSION 10" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 00, PAGE 33, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 24.11 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD FOUND ON THE NORTH-WEST CORNER OF SAID BLOCK 76 LOCATED ON INTERSECTION WITH THE CENTER OF MILE 12 NORTH ROAD AND THE NORTHWEST PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF VICTORIA ROAD FROM THE NORTH-WEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 89 DEGREES 51 MINUTES EAST, CONSIDENT WITH THE NORTH LINE OF SAID BLOCK 76 LOCATED ON THE CENTER OF SAID MILE 12 NORTH ROAD, A DISTANCE OF 790.80 FEET TO A POINT LOCATED WITHIN A DRAINAGE DISTRICT NO. 1 DITCH AND SAME FROM BEING THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 00 DEGREES 31 MINUTES WEST, CONSIDENT WITH THE EAST LINE OF SAID BLOCK 76 AND THE EAST RIGHT-OF-WAY LINE OF SAID VICTORIA ROAD, A DISTANCE OF 1,320.0 FEET PASS A 5/8 INCH IRON ROD FOUND ON THE SOUTH-EAST CORNER OF VICTORIA CROSS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 28, PAGE 84, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 89 DEGREES 51 MINUTES WEST, CONSIDENT WITH THE SOUTH LINE OF SAID BLOCK 76 AND THE NORTH LINE OF SAID VICTORIA CROSS SUBDIVISION, A DISTANCE OF 790.80 FEET PASS THE WEST LINE OF SAID DRAINAGE DITCH RIGHT-OF-WAY, AT A DISTANCE OF 1,320.00 FEET PASS A 5/8 INCH IRON RODS FOUND ON THE NORTH-WEST CORNER OF SAID VICTORIA CROSS SUBDIVISION AND ALSO BEING LOCATED ON INTERSECTION WITH SAID EAST RIGHT-OF-WAY OF SAID VICTORIA ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 31 MINUTES EAST, CONSIDENT WITH THE WEST LINE OF SAID BLOCK 76 AND THE EAST RIGHT-OF-WAY LINE OF SAID VICTORIA ROAD, A DISTANCE OF 1,320.0 FEET PASS A 5/8 INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 NORTH ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 24.11 ACRES (25.02 REPEATS OF LAND, MORE OR LESS), OF WHICH THE NORTH 20.0 FEET FOR 0.37 ACRES, MORE OR LESS, ARE CONVEYED WITHIN SAID MILE 12 NORTH ROAD, AND, THE EAST 60.49 FEET FOR 1.86 ACRES, MORE OR LESS) ARE LOCATED WITHIN SAID DRAINAGE DISTRICT NO. 1 DITCH RIGHT-OF-WAY, LEAVING 21.82 NET ACRES OF LAND, MORE OR LESS.

SURVEY SOURCE: RECORDED PLAT OF SUB LA ILUSION "B" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS.
N:\JMS\2007\24.11.2007

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION IS IN THE JURISDICTION OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES AND/OR LOTS ARE ADEQUATE FOR THE SPECIFIC PURPOSES, BASED ON ADEQUACY PURPOSES (ENGINEERING CRITERIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE: _____

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

ATTEST: PRESIDENT — SECRETARY

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

INDEX SHEET OF ASH SUBDIVISION

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|---|---|
| SHEET 1 | HIDALGO AREA LOCATION MAP VICINITY DRAWING, PLAT WITH LOTS, STREETS, AND EASEMENT DIMENSIONS, LEGAL DESCRIPTION METES & BOUNDS, SURVEYORS AND ENGINEERS CERTIFICATION, PLAT NOTES AND INFORMATION, OWNERS DEDICATION, CERTIFICATE OF APPROVAL, CITY COUNCIL APPROVAL, COUNTY COMMISSIONERS APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, CERTIFICATE OF APPROVAL BY DIRECTOR OF PLANNING, CERTIFICATE OF APPROVAL BY DIRECTOR OF PUBLIC WORKS, CERTIFICATE OF APPROVAL BY DIRECTOR OF ENVIRONMENTAL HEALTH, & SURVEYOR'S AND ENGINEER'S CERTIFICATE. ALL PLAT NOTES AND INFORMATION ARE SHOWN ON THE PLAT SHEET. |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER (WHAT'S NOT, ENGINEERS REPORT, DRAINAGE AND STORM SYSTEMS, INCLUDING DESCRIPTIONS OF SEWER AND WATER MAINS, MANHOLES, AND STORM WATER INLETS, DESCRIPTIONS, DETAILS AND SHORED DRAINAGE DITCH OF LOW-POINT FOR WATER SYSTEM, WATER SUPPLY QUANTITY FOR DOMESTIC PURPOSES, CERTIFICATE AND STATEMENT. |
| SHEET 3 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND RUNOFF CALCULATIONS, NOTE TO BE INCLUDED IN LIEU OF FORTHCOMING AND ENGINEERS' CERTIFICATION, SIGNED, |

SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2321 DAFFODIL — McALLEN, TEXAS 78503
(956) 682-9081 (956) 686-1488 (FAX)

# 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: November 4, 2008

RE: **Monte Alto Acres Phase V Subdivision – Pct. 1**
**Preliminary Approval**

Monte Alto Acres Phase V is a ten (10) lot subdivision located on the West side of FM 1015 approximately 600 feet North of Mile 21 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 5, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM and Zone "A" as per Project Engineer.

The proposed subdivision plat will dedicate twenty (20) feet on FM 1015of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on FM 1015 that will service as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **November 03, 2008** subject to staff comments and future recommendations by Planning and other departments.

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

**Name of Subdivision:** **Monte Alto Acres No.5 3rd Review** **Page** 1 of 1

| Item Log | *DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.* | Date | Initials |
|---|---|---|---|
| | | 10-29-08 | JRT |
| A | **1ST SHEET COMMENTS:**<br>PLAT NOTES:<br>1] note is incomplete, please include the last paragraph to read; *"Construction of residential housing within any area of the subdivision that is in the 100-year flood plain is prohibited unless the housing qualifies for insurance under the national flood insurance act of 1968 (42 u.s.c. sections 4001 through 4127)."*<br>7] Provide new required drainage detention calculation with new modify drainage plan. | | |
| B | **3RD SHEET COMMENTS:**<br>TxDOT driveway permit and discharge permit will be required prior to final approval. | | |
| C | Submit new updated drainage report with modification approved from HCDD#1 | | |
| D | Submit a written confirmation from TxDOT department that a subdivision has been review and have complied with all their requirements. | | |
| | **For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.** | | |
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SUBDIVISION PLAT OF:

# MONTE ALTO ACRES PHASE V

A 30.00 ACRE TRACT OF LAND OUT OF LOTS 9 AND 16, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3156, PAGE 366, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

METES AND BOUNDS

A 30.00 ACRE TRACT OF LAND OUT OF LOTS 9 AND 16, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3156, PAGE 366, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 9 AND WITHIN THE RIGHT OF WAY OF F.M. 1015 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 00°00'00" E, 950.00 FEET FROM THE NORTHEAST CORNER OF LOT 9;

THENCE: S 00°00'00" E, ALONG THE EAST LINE OF LOTS 9 AND 16, AND WITHIN THE RIGHT OF WAY OF F.M. 1015 (MILE 2 WEST ROAD), A DISTANCE OF 990.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: N 89°40'00" W, PASSING A 1/2" IRON ROD FOUND AT 28.00 FEET FOR THE WEST POINT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 16 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 00°00'00" E, ALONG THE WEST LINE OF LOTS 9 AND 16, A DISTANCE OF 990.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: S 89°40'00" E, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 1,292.00 FEET FOR THE WEST POINT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE AS ACCORDANCE WITH LAVENIA ACRES No.5, RECORDED IN VOLUME 54, PAGES 73-76, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4858

6-17-08
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
P.E. No. 98834

DATE

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

I, RICHARD W. RUPPERT, AS OWNER OF THE 30.00 ACRE TRACT OF LAND DESCRIBED WITHIN THE PREMISES HEREIN EXPRESSED, DO HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.003 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWAGE CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

RICHARD W. RUPPERT
P.O. BOX 589
EDINBURG, TX. 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

CYDNA A. GUTIN
Notary Public, State of Texas
My Commission Expires
December 11, 2010

CYDNA A. GUTIN - NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the MONTE ALTO ACRES PHASE V was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

THIS PLAT IS APPROVED BY DELTA LAKE IRRIGATION DISTRICT ON THIS ____ DAY OF _____, 20__.

SECRETARY — PRESIDENT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

DATE: _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees ( hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid to North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to survey, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over the adjacent lands of the Grantor to and from the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein granted except in lands which are occupied by the owners of the easement herein granted and when so designated it is mutually agreed that the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

In the event the easement hereby granted should cross on or parallel any street, county or state hereafter widens or relocates the public road so as to require the relocation of the water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of moving, relocating, and water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an agreement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement granted herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20__.

RICHARD W. RUPPERT

THE COUNTY OF HIDALGO
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

| No. | Date | Remarks | Made | Approved |
|---|---|---|---|---|
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HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

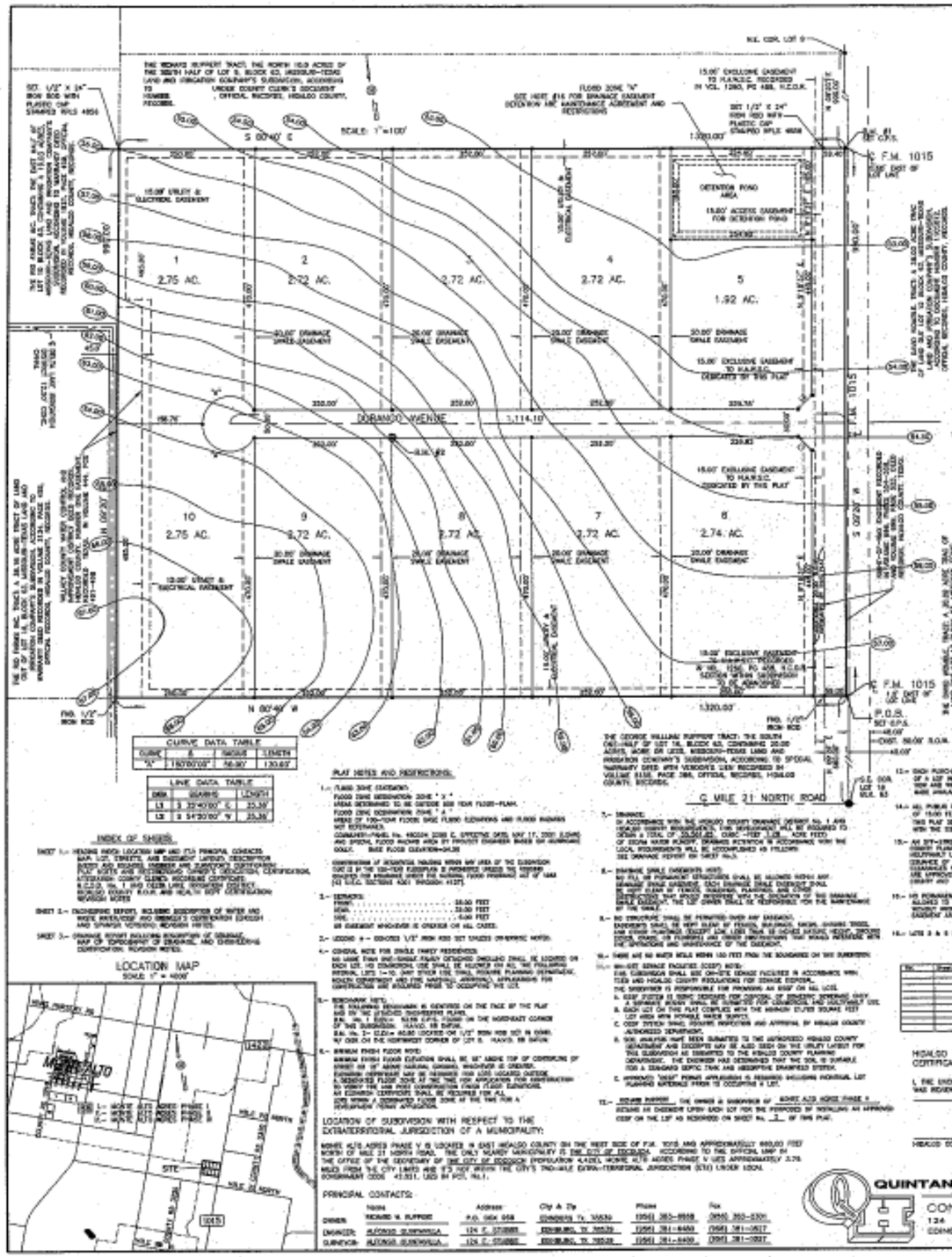
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (_____) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ( MONTE ALTO ACRES PHASE V ) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF SANITARIAN — DATE


SCALE: 1"=100'
S 00°00' E
N 89°40' W
1320.00'
990.00'
330.00'
DORANDO AVENUE
1,114.10'
F.M. 1015
1/2" IRON ROD
1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858
P.O.B.
SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858
DETENTION POND AREA
15.00' UTILITY & ELECTRICAL EASEMENT
15.00' ACCESS EASEMENT FOR DETENTION POND
15.00' EXCLUSIVE EASEMENT TO H.U.W.C.I.D. DEDICATED BY THIS PLAT
20.00' DRAINAGE SWALE EASEMENT
30.00' DRAINAGE SWALE EASEMENT
12.00' UTILITY & ELECTRICAL EASEMENT
1 2.75 AC.
2 2.72 AC.
3 2.72 AC.
4 2.72 AC.
5 1.92 AC.
6 2.74 AC.
7 2.72 AC.
8 2.72 AC.
9 2.72 AC.
10 2.75 AC.
FLOOD ZONE "A" SEE NOTE #16 FOR DRAINAGE EASEMENT DEDICATION AND MAINTENANCE AGREEMENT AND RESTRICTIONS
C MILE 21 NORTH ROAD
F.M. 1015 1/2 MILE EAST OF MILE 83
N.E. COR. LOT 9
S.E. COR. LOT 9
S.E. #1 SET CM'S.
1/2" IRON ROD
P.O.B. SET 1/2" I.R.O.D. W/ PLASTIC CAP STAMPED RPLS 4858
CHORD: S89.06' W.O.R.
+/-0.0'
+/-0.0' ELEV. DIFF. OF LOT LINE
+/-0.0' ELEV. DIFF. OF MILE #3
THE GEORGE WILLIAM RUPPERT TRACT: THE SOUTH ONE-HALF OF LOT 16, BLOCK 63, CONTAINING 20.00 ACRES, SAID LAND BEING OUT OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1518, PAGE 788, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
THE RICHARD RUPPERT TRACT: THE NORTH 10.0 ACRES OF THE SOUTH HALF OF LOT 9, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO UNDER COUNTY CLERK'S DOCUMENT , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
THE RICHARD RUPPERT TRACT: THE NORTH 10.0 ACRES OF THE SOUTH HALF OF LOT 9, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1518, PAGE 788, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
TRACT DEED 2.00 AC. TO BE CONVEYED
TRACT DEED 2.00 AC. TO BE CONVEYED
THE GEORGE WILLIAM RUPPERT TRACT, A 28.00 ACRE TRACT OF LAND OUT OF LOTS 9 AND 16, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3156, PAGE 366, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" IRON ROD
FND. 1/2" IRON ROD
FND. 1/2" IRON ROD
SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858

# 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: November 4, 2008

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

Cardinal Star is a thirty four (34) lot subdivision located on the North side of Benito Ramirez Road approximately 300 feet East of Cesar Chavez Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 20, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

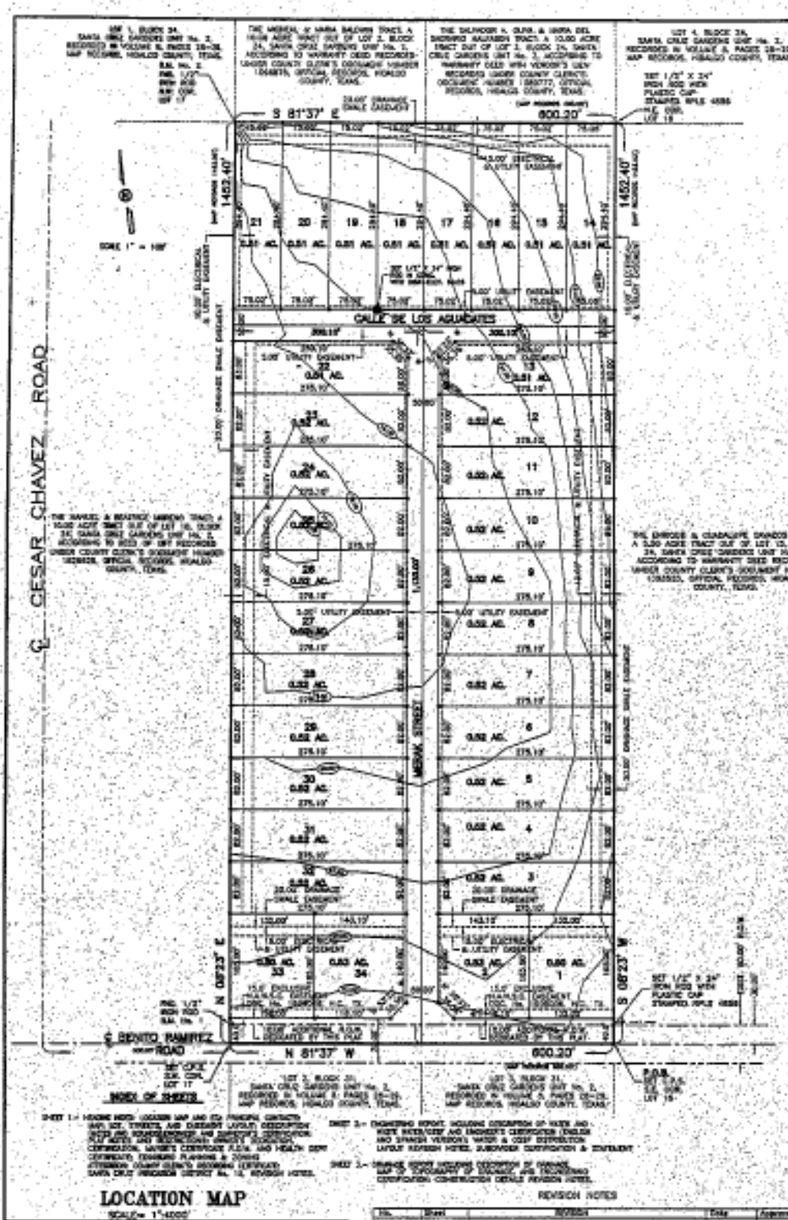
Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Environmental Health Department. Twenty Nine (29) septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Benito Ramirez 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 May 19, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $5,000.00 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 Five (5) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **November 03, 2008.**




## LOCATION MAP

SCALE: 1"=2000'

### REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |

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

CARDINAL STARS SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 300 FEET EAST OF INTERSECTION OF CESAR CHAVEZ ROAD AND THE NORTH SIDE OF FM/STATE ROAD 1016, ABOUT FOUR (4) MILES NORTH OF THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,725), CARDINAL STARS SUBDIVISION LIES APPROXIMATELY 1.9 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021, 27 LOTS 84 PCS. +/-

### PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | GENERAL PARTNER OF CARDINAL ESTATES, LTD. BY: CARDINAL ADMINISTRATION, LLC. (IT'S GENERAL PARTNER) BY: FRANZ REINHOLD SCHWARZBICH, PRESIDENT | P.O. BOX 721252 | MCALLEN, TX 78504 | (956)600-1915 | (956)994-1988 |
| ENGINEER: | RUBEN RAMIREZ | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |

### PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN
COMMUNITY-PANEL #480334 0325 D
EFFECTIVE DATE: MAY 17, 2001 (CRS)
THE INFORMATION SHOWN HEREON AND THE PERIPHERAL STREET RIGHT-OF-WAY WITHIN THE HIDALGO FLOODPLAIN, COMMUNITY PANEL No.480334 0325 D MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, MAPS FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, DOES NOT IMPOSE ANY RESTRICTIONS ON THE CONSTRUCTION OF RESIDENTIAL BUILDING SITES ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED, UNLESS THE HOUSING UNIT IS BUILT ABOVE THE 100-YEAR FLOOD ELEVATION PER ORDINANCE AGE OF TEXAS (TX U.S.C. SECTIONS 4001 THROUGH 4127).

2.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING RESIDENTIAL LOTS 1 THROUGH 34. (ANY 20-ACR USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD HAZARD AREA PRIOR TO ANY CONSTRUCTION OR ISSUANCE OF BUILDING PERMIT AND FINAL CERTIFICATION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL BUILDINGS WITHIN THE FLOODWAY AT THE TIME THE FEH & DEVELOPMENT PERMIT APPLICATION.

4.- LEGEND: ● = CONCRETE 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.- THERE ARE NO WATER WELLS WITHIN 150 FEET.
FROM THE NEAREST PROPERTY OWNERS.

6.- MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET OR MERCK STREET AND CALLE DE LOS AGUACATES 40.00 FEET OR BENITO RAMIREZ ROAD.
REAR: 25.00 FEET
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE 18.00 FEET FOR LOTS 13 AND 22.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32.7 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
(SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS)

8.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, CERTAIN TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 3 INCH CALIPER, FLOWER GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF THE EASEMENT.

9.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1: ELEV.= 83.60 NAVD, 88 DATUM 1/2" IRON ROD FOUND 30.0 NORTH OF THE SOUTHWEST CORNER OF PROPOSED SUBDIVISION.
B.M. No. 2: ELEV.= 91.05 NAVD, 88 DATUM 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPOSED SUBDIVISION.
B.M. No. 3: ELEV.= 90.93 NAVD, 88 DATUM 1/2" IRON ROD SET IN CONC. W/ DISC ON THE SOUTHEAST CORNER OF LOT 19.

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

11.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.- ON-SITE SEWAGE FACILITIES (OSSF) NOTES:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PERFORMING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTI-FAMILY USE.
C. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
D. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
E. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
F. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13.- AN CITY-DISTRICT PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND ALL IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14.- OWNER, GENERAL PARTNER OF CARDINAL ESTATES, LTD.
BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER)
BY: FRANZ REINHOLD SCHWARZBICH, PRESIDENT, THE OWNER & SUBDIVIDER OF CARDINAL STARS SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESIGNED ON SHEET No. 2 OF THIS PLAT.

15.- A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE OF PROPERTY OWNERS.

16.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

17.- ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.

18.- ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.

19.- A FIVE (5.0) FOOT SIDEWALK IS REQUIRED ALONG BENITO RAMIREZ WITH ADA RAMPS AT CURB AT BUILDING PERMIT STAGE OF PROPERTY OWNERS.

20.- 100.00' (BASELINE) OF PARKLAND DEDICATION IS REQUIRED BEFORE RECORDANCE OF THE SUBDIVISION PLAT.

21.- LOTS 3 AND 34 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BENITO RAMIREZ ROAD. SAID LOTS ARE DESIGNATED FOR COMMERCIAL-USE ONLY. IF THE APPROPRIATE LOTS ARE DESIGNATED FOR RESIDENTIAL USE, THEN THE LOT OWNERS WILL BE REQUIRED TO INSTALL A SOLID SCREEN FENCE, ABUTTING ALL RESIDENTIAL LOTS AND ALONG MERCK STREET TO DENY ACCESS ONTO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 21 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY ENGINEERING DEPARTMENT.

22.- LAND PURCHASED CONTRACT: PRIOR TO THE SALE OF ANY LOT WITHIN THE SUBDIVISION, THE SUBDIVIDER SHALL CONFORM TO THE REQUIREMENTS OF SECTION 232.029 OF THE TEXAS LOCAL GOVERNMENT CODE. EACH CONTRACT FOR THE SALE OF A LOT WITHIN THE SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING WHETHER WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT: _____ AM/PM
INSTRUMENT NUMBER: _____
RECORDED IN VOLUME: _____ PAGE: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SUBDIVISION PLAT OF:

# CARDINAL STARS SUBDIVISION

A 20.01 ACRE TRACT OF LAND (MAP RECORD: 20.00 ACRES) BEING ALL OF LOTS 16 AND 17, BLOCK 24, SANTA CRUZ GARDENS UNIT No.2 , HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1848836, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS:

A 20.01 ACRE TRACT OF LAND (MAP RECORD: 20.00 ACRES) BEING ALL OF LOTS 16 AND 17, BLOCK 24, SANTA CRUZ GARDENS UNIT No.2 - HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1848836, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF BENITO RAMIREZ ROAD FOR THE SOUTHEAST CORNER OF LOT 16 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: N 81°37'W, ALONG THE SOUTH LINE OF LOTS 16 AND 17, AND THE CENTERLINE OF BENITO RAMIREZ ROAD, A DISTANCE OF 600.20 FEET (MAP RECORD: 600.00 FEET) TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF LOT 17 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 08°23'E, ALONG THE WEST LINE OF LOT 17, PASSING A 1/2" IRON ROD FOUND AT 29.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF BENITO RAMIREZ ROAD, A TOTAL DISTANCE OF 1,452.40 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 17 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE: S 81°37'E, ALONG THE NORTH LINE OF LOTS 16 AND 17, A DISTANCE OF 600.20 FEET (MAP RECORD: 600.00 FEET), TO A 1/2" IRON ROD SET IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4686 SET FOR THE NORTHEAST CORNER OF LOT 16 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE: S 08°23'W, ALONG THE EAST LINE OF LOT 16, PASSING A 1/2" IRON ROD SET IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4686 SET AT 1,423.40 FEET FOR THE NORTH RIGHT OF WAY LINE OF BENITO RAMIREZ ROAD, A TOTAL DISTANCE OF 1,452.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA SANTA SUBDIVISION No.14, RECORDED IN VOLUME 27, PAGE 154, MAP RECORDS, HIDALGO COUNTY, TEXAS.

### STATE OF TEXAS
### COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 22nd DAY OF OCTOBER, 20 07

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4686 STATE OF TEXAS

### STATE OF TEXAS
### COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COST TO INSTALL WATER AND SEWER FACILITIES TO SERVICE LOTS DESCRIBED ABOVE ARE AS FOLLOWS. WATER FACILITIES HAVE BEEN CONSIDERED AT A TOTAL COST OF $ 78,240.00

SEWER FACILITIES: INSTALLATION OF SEPTIC SYSTEMS ARE ESTIMATED TO COST $ 1,200.00 PER LOT (34 LOTS), FOR A TOTAL OF $ 24,000.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL INCLUDE THE COST OF $ 24,000.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 10th DAY OF September 07

REGISTERED PROFESSIONAL ENGINEER
No. 77083 STATE OF TEXAS

### RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property as shown on this plat, their successors, assigns, and representatives ("Grantor") whether one or more persons are named, in consideration of one dollar ($1.00) and other good and valuable consideration paid to North Alamo Water Supply Corporation, ("Grantee") whether named or not, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee, is hereby authorized to designate the width of the easement herein conveyed (except that when the aforesaid is installed, the easement herein granted shall be limited to a width of less 10' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted cuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of any water line so installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline so relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, operation, repair and removal of the facilities referred to herein. Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or processed through Federal Financial assistance. This easement is executed in the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 22 day of October, 20 07

CARDINAL ESTATES, LTD
BY: CARDINAL ADMINISTRATION, LLC., IT'S GENERAL PARTNER
By: FRANZ REINHOLD SCHWARZBICH, PRESIDENT.

### STATE OF TEXAS
### COUNTY OF HIDALGO

I, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE CARDINAL STARS MAIN ADDITION OF THE EDINBURG AND PHASE MAIN, TO EDINBURG, HIDALGO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

CARDINAL ESTATES, LTD.
BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER)
BY: FRANZ REINHOLD SCHWARZBICH, PRESIDENT
P.O. BOX 721252
MCALLEN, TEXAS, 78504

### STATE OF TEXAS
### COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared FRANZ REINHOLD SCHWARZBICH, CARDINAL ADMINISTRATION, LLC., GENERAL PARTNER OF CARDINAL ESTATES, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein stated.

Given under my hand and seal of office this 23rd day of July, 2008

CYNTHIA A. GAYTAN
Notary Public, State of Texas
My Commission Expires
September 13, 2010

Cynthia A. Gaytan
CYNTHIA A. GAYTAN- NOTARY PUBLIC

THIS PLAT APPROVED BY SANTA CRUZ DRAINAGE DISTRICT No. 1 ON THIS 15th DAY OF July, 2008 SUBJECT TO THE DEDICATIONS AND RESERVATIONS ALLOWED ON TOP OF AN EASEMENT TWO (2) FEET IN WIDTH PARALLEL OR EACH SIDE OF PROPERTY LINE OR EQUAL OF ALL LOTS SUBJECT TO RIVER, RESERVATION, RIGHTS-OF-WAY, AND EASEMENTS OF DISTRICT, AND (2) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND PROVIDED TO INDIVIDUAL LOTS IS ENSURED, LANDOWNER'S FOR NECESSARY NOTICES TO EACH LOT FROM THE CURRENT DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT

SECRETARY

### PLANNING & ZONING COMMISSION CERTIFICATION

I, the Undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as CARDINAL STARS SUBDIVISION conforms to all requirements of the Subdivision Regulations of the City of Edinburg and was approved on the 6th day of August, 2008.

CHAIRPERSON-PLANNING & ZONING COMMISSION

### MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR

ATTEST: CITY SECRETARY

9-15-08
DATE

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

WE THE UNDERSIGNED CERTIFY that title plat of the CARDINAL STARS SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — date

ATTEST: Hidalgo County Clerk — date

### HIDALGO COUNTY
### CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL STARS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD OF MAY DEPARTMENT ON _____ 2008

HIDALGO COUNTY ROAD OF MAY DIRECTOR — DATE

### HIDALGO COUNTY
### CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL STARS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 2008

HIDALGO COUNTY HEALTH INSPECTOR — DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

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

| SHEET NO. 1 OF 3 SHEETS | | | | |
|---|---|---|---|---|
| DATE PREPARED: 10/15/07 | DRAWN BY: | CHECKED BY: | APPROVED BY: | |
| JOB NUMBER: | DATE: | FIELD BOOK #: | APPROVED BY: | |

**AI-12080** **13.A.**

# Approval of Payment - 10th Street Project Parcel 24
# CC REGULAR

**Date:** 11/12/2008
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.
**Submitted For:** Joe Pena
**Department:** RIGHT OF WAY DEPT.
**Agenda Category:** Right of Way

## Information

### CAPTION

Consideration and approval to purchase a certain tract or parcel of land described as parcel #24 - 10th Street Project.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1336-431-00-124-030-0-711
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Available balance is $157,001.04 as of 11/5/08.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-126-30-000-000-0-000
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
available balance is $ 26,400.00 as of 11/7/08

## Attachments

Link: Parcel 24

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 04:13 PM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/05/2008 05:26 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:36 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Sandra Garcia — Started On: 11/03/2008 10:06 AM

Final Approval Date: 11/07/2008

# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

# *PAY-MEMO*

JOSE N. PEÑA
Director

**To:** **Oscar L. Garza, Jr.**
**Commissioner Hidalgo County Pct. # 4**
**Attn: Victor**

**From:** **Mr. Jaime Salinas**
**Right of Way Agent**

**Date:** **October 23, 2008**

**Re:** **10th Street Extension Project: SH 107 to FM 1925 (Monte Cristo)**
**Parcel # 24 – The Kristin Nicole Vackar Trust**

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**Commissioner, Garza**

**Attached, please find a copy of the unrecorded deed, appraisal report and a signed 1099-S form by Bob Vackar (Trustee) for the Kristin Nicole Vackar Trust on the above-mentioned project. A check in the amount of $110,000.00 needs to be paid to The Kristin Nicole Vackar Trust from account # 8-1336-431-00-124-030-0-711 set up for this project. The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed.**

**Commissioners Court approved this project for acquisition on April 6, 2004.**

**Should you have any questions, please feel free to contact me at (956) 283-8134.**

**Thanks,**

**Approved**_____
**Comm. Oscar L. Garza, Jr.**

**Jose N. Peña, ROW Director**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.**
**Chapter 11, Sec. 11.008 Texas Property Code**

10th Street Extension
Parcels: # 24
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, We, The Kristin Nicole Vackar Trust, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Hundred Ten Thousand and No/100ths Dollars ($110,000.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibits "A", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 23rd day of October, 2008

The Kristin Nicole Vackar Trust

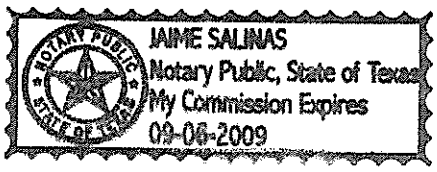
BY: _____
Title: Bob Vackar ( Trustee)

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **Bob Vackar (Trustee) of the Kristin Nicole Vackar Trust,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of October, 2008




Notary Public, State of Texas

COUNTY: HIDALGO

HIGHWAY: 10TH STREET EXTENSION

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

GRANTOR: ROMULO LUNA

FIELD NOTES FOR PARCEL - 24

Being a 2.78 (121,275 square feet) acre tract of land, more or less, out of a 19.05-acre tract of land out of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 19.05-acre tract of land is vested to Romulo Luna by virtue of a Warranty Deed dated September 24, 1971, as recorded in Volume 1300, Page 194, Deed Records, Hidalgo County, Texas and by a Warranty Deed dated April 29, 1982, as recorded in Volume 1790, Page 678, Deed Records, Hidalgo County, Texas. Said 2.78 (121,275 square feet) acre tract of land being more particularly described by metes and bounds as follows;

**COMMENCING** at the Southeast corner of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, and **POINT OF BEGINNING,** with grid coordinates of X= 1,080,419.95 and Y= 16,645,260.14. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

**THENCE,** N 80° 55' 00" W, along the South line of Lot 14, for a distance of 130.00 feet, to a point on the South line of Lot 14 for the Southeast corner of said tract herein described;

**THENCE,** N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 20.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an external corner of said tract herein described;

**THENCE,** N 54° 05' 00" E, for a distance of 42.43 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an internal corner of said tract herein described;

**THENCE,** N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 176.65 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street;

**THENCE,** In a Northeasterly direction with the proposed West Right-of-Way of said 10th Street and with the line of said curve to the right with an arc angle of 01° 11' 49", a radius of 22,978.00 feet, a tangent of 240.00 feet, a curve length of 479.99 feet, a chord that bears N 09° 40' 54" E and a chord length of 479.98 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street;

EXHIBIT "A" 1 of 3

**THENCE,** In a Northeasterly direction with the proposed West Right-of-Way of said 10th Street and with the line of said curve to the left with an arc angle of 01° 11' 49", a radius of 22,858.00 feet, a tangent of 238.75 feet, a curve length of 477.48 feet, a chord that bears N 09° 40' 54" E and a chord length of 477.47 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street;

**THENCE,** N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 73.45 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street and the Northwest corner of said tract herein described;

**THENCE,** S 80° 55' 00" E, parallel to the North line of Lot 14, for a distance of 90.00 feet to a point on the East line of Lot 14, for the Northwest corner of said tract herein described;

**THENCE,** S 09° 05' 00" W, along the East line of Lot 14, for a distance of 1,257.50 feet, to the **POINT OF BEGINNING** and containing 2.78 (121,275 square feet) acres of land, of which 0.63 of an acre lies in the existing 10th Street Right-of-Way, 0.04 of an acre lies in existing S.W.S.C. Easement and leaving a **PROPOSED NET TAKING** of 2.12 acres of land, more or less.

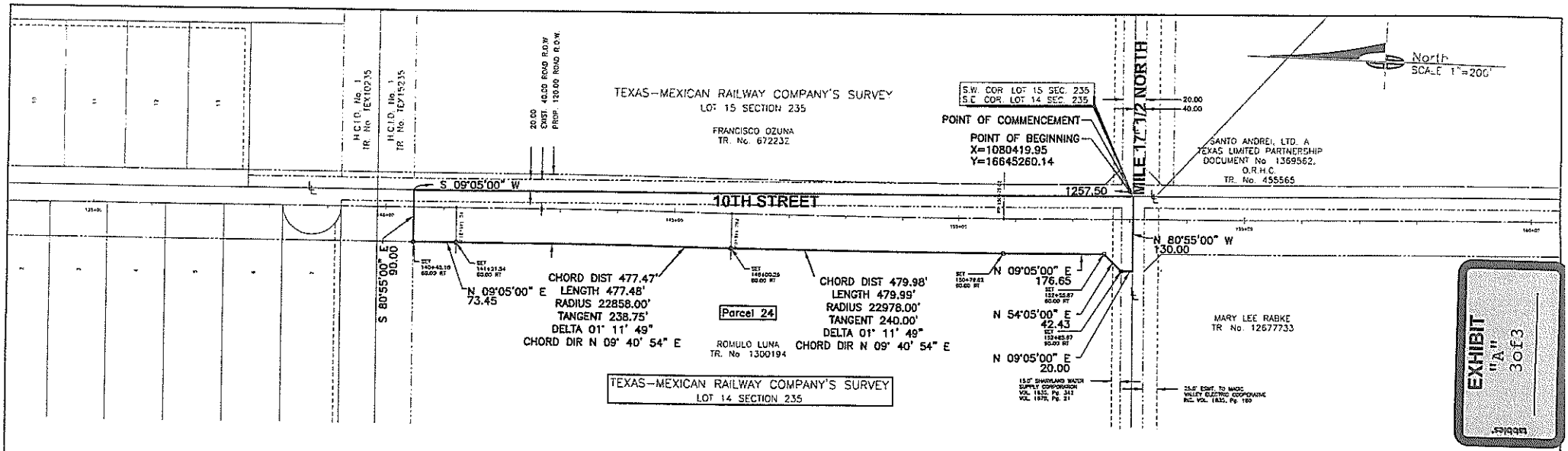
A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
NO. 4637
PROFESSIONAL
SURVEYOR

Mark W. Lupher – R.P.L.S. #4637

Date: 12-28-05

EXHIBIT
"A"
2of3




Parcel 24

# SURVEY PLAT OF PARCEL 24 BEING A 2.78-ACRE TRACT OF LAND OUT OF LOT 14, SECTION 235, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, VOL. 1, PG. 12, H.C.M.R.

Total Acreage: 19.05 ac.
To be Acquired: 2.78 ac.
Exist. Road R.O.W.: 0.63 ac.
Easement: Exist S.W.S.C. 0.04 ac.
Proposed Net Taking: 2.12 ac.
Remainder Left: 16.27 ac.
Document:

OWNER: Romulo Luna by virtue of a Warranty Deed dated September 24, 1971, as recorded in Volume 1300, Page 194, Deed Records, Hidalgo County, Texas, and by a Warranty Deed dated April 29, 1982, as recorded in Volume 1790, Page 678, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 2.78 acre tract of land, more or less, out of Lot 14, Section 235, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially complies with the Minimum Standards of Practice as adopted by the Texas Board of Professional Surveyors.

REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER RPLS #4637

DATE: 12.28.05

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 • Mission, Texas 78572
(956) 424-7898

# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

# *MEMO*

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: October 7, 2008

RE: 10th Street Extension Road Project (Parcel # 24)
The Kristin Nicole Vackar Trust

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Attached please find letter provide by property owner for above-mentioned project.

| | |
|---|---|
| Appraised Value: | $ 106,000.00 |
| Settlement Request: | $ 110,000.00 |
| Difference to Landowner | $ 4,000.00 |

Commissioners Court Executive Session October 7, 2008

Approved; _____ 10/7/08

Not Approved; _____

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

October 1, 2008

Jose N. Pena, Dir.
Hidalgo County Right of Way Dept.
509 E. Earling Rd.
San Juan, Texas 78589

Re: Parcel #24
10th Street Extension Project

Dear Mr. Pena,

In regards to the offer made on Parcel #24, I will accept $110,000 for this property.

Sincerely,

Robert C. Vackar

# STATUTORY DURABLE POWER OF ATTORNEY

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.**

I, KRISTIN NICOLE VACKAR, 104 Canary, McAllen, Hidalgo County, Texas, 78504, appoint ROBERT C. VACKAR, 104 Canary, McAllen, Hidalgo County, Texas, 78504, as my agent (attorney-in-fact) to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;

Tangible personal property transactions;

Stock and bond transactions;

Commodity and option transactions;

Banking and other financial institution transactions;

Business operating transactions;

Insurance and annuity transactions;

Estate, trust, and other beneficiary transactions;

Claims and litigation;

Personal and family maintenance;

Benefits from Social Security, Medicare, Medicaid, or other governmental programs or civil or military service;

Retirement plan transactions;

Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY-IN-FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

## SPECIAL INSTRUCTIONS

**Special instructions applicable to gifts (initial in front of the following sentence to have it apply):**

I grant my agent (attorney-in-fact) the power to apply my property to make gifts, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

_____

_____

_____

_____

_____

_____

_____

_____

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) This power of attorney is not affected by my subsequent disability or incapacity.

(B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

JANET OGDEN VACKAR, 104 Canary, McAllen, Hidalgo County, Texas, 78504

Signed this 1st day of July, 2003.

Kristin Nicole Vackar
KRISTIN NICOLE VACKAR

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This document was acknowledged before me on July 1, 2003 by KRISTIN NICOLE VACKAR.

STELLA JENSON CONVILLE
Notary Public, State of Texas
My Commission Expires
05-13-2004

Stella J. Conville
Notary Public, State of Texas

My Commission Expires: 05-13-04

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

# REAL ESTATE APPRAISAL REPORT
## TEXAS DEPARTMENT OF TRANSPORTATION

| | | | | |
|---|---|---|---|---|
| Address of Property: | Northwest corner of Mile 17 1/2 N. Road and 10th Street, located within ETJ of the City of Edinburg, Hidalgo County, Texas. | Account: | N/A | |
| Property Owner: | The Kristin Nicole Vackar Trust | Parcel: | 24 | (Updated 06/02/08) |
| Address of Property Owner: | 104 Canary McAllen, TX. 78504-2215 | CSJ: | N/A | |
| Occupant's Name: | Vacant | Federal Project No: | N/A | |
| Whole: ☐ | Partial: ☑ Acquisition | Highway: | N. 10th Street | County: Hidalgo |

### 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 $106,000 as of June 2, 2008 based upon my independent appraisal and the exercise of my professional judgment; on June 28, 2006 & June 2, 2008 (date)(s), I personally inspected in the field the property herein appraised; I afforded The Kristin Nicole Vackar Trust, 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 June 2, 2008 (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

June 2, 2008

Date

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

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. 4, and others which would be involved with the acquisition of said proposed right-of-way along 10th Street. The part to be acquired is for the expansion of the existing road right-of-way of 10th Street with the project limits being from FM 107 to Monte Cristo Road (FM 1925) within the Extra Territorial Jurisdiction (ETJ) of the City of Edinburg. 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 at located at 301 E. State Avenue, Pharr, Texas 78577. Joe Pena, shall be the project manager for this project under the direction of Honorable Oscar Garza Jr., County Commissioner of Precinct No. 4. Mr. Pena can be contacted at (956) 283-8134.

**Scope of the Assignment**

By work order dated February 2, 2006 on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, 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 TEDSI Infrastructure Group of Mission, 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) and existing road right-of-way.

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, 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 western frontage of 10th Street. 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 19.05 acre tract of land which excludes any existing road right-of-way indicated along 10th Street & Mile 17 1/2 Road. The area for the subject property as a whole is indicated as per survey provided by TEDSI Infrastructure Group dated April 18, 2006. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated to be comparable to the subject property based on location and highest and best use. These indicated economic unit values are used for the valuation of the irregular partial acquisition 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 acquisition 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 92,347 square feet (2.11 acres). The proposed partial acquisition has approximately 1257.50 lineal feet of frontage along the western side of 10th Street. 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 10th Street. This highest and best use is further explained on page 1.4 of this report.

| To Be Acquired (Net) | 2.12 Acres |
|---|---|
| | 92,347 S.F. |

**Legal Description of The Part To Be Acquired**

Being a 2.12 net acres (92,347 square feet) tract of land, more or less, out of a 19.05 acre tract of land out of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas.

**Remainder Before and After The Taking**

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 acquisition. 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 acquisition. 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 The Kristin Nicole Vackar Trust. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. T2100-00-235-0014-00. The subject property land assessment was indicated to be $181,000 with no building nor site improvements indicated. The indicated unit assess rate for the subject property, which is currently under Agricultural Exemption was indicated to be $404 per acre. 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 off-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 TEDSI Infrastructure Group 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 months (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the City of McAllen and the City of Edinburg 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 months (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 vacant and as if improved is indicated for residential development. This type of use is concurrent with the recent trends located along 10th Street and within the extraterritorial jurisdiction (ETJ) of the City of Edinburg. 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 residential use 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 acquisition, 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 Edinburg and the City of McAllen to determine the legal permissibility of land use along 10th Street. Along 10th Street, development is mixed with agricultural/citrus groves and single family residential developments.

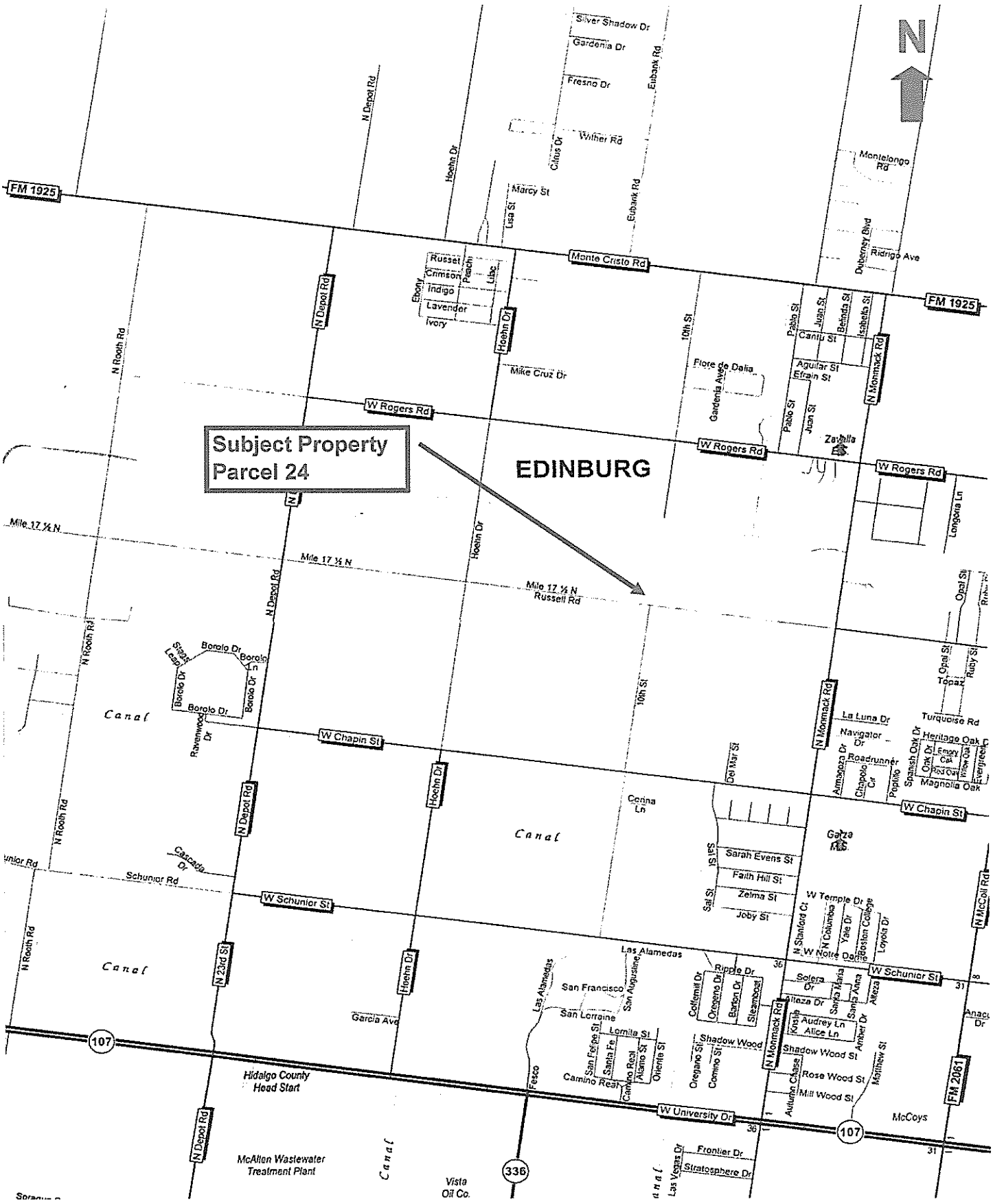
Since the subject lies within the jurisdiction of Edinburg, Texas of which does recognized municipal zoning ordinance as per date of appraisal, however, does not affect the subject property as it lies within the ETJ of Edinburg. This office shall evaluate the subject properties based on the continuing trend along 10th Street and the existing ordinance which may govern the subject property in the before and after acquisition state. Therefore, the highest and best use of single family residential use "as vacant" and "as if 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 western region of the City of Edinburg. The subject property contains adequate land area and frontage along 10th Street to allow the future residential development before and after the proposed acquisition in use in assemblage with neighboring properties. 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 it existing use a future residential use highest and best use with the adjoining property. 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.

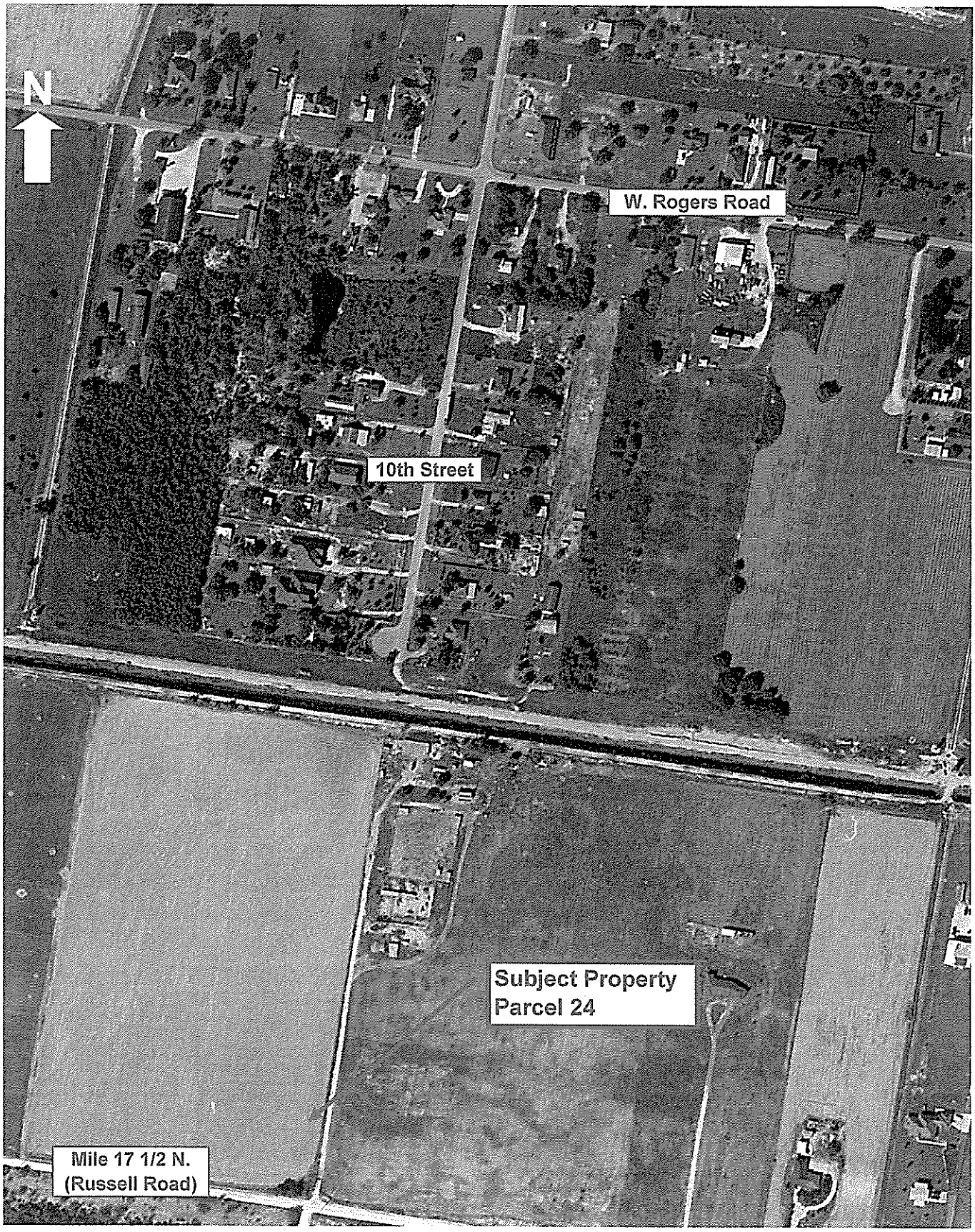
The financial feasibility and maximally productive use of the subject property is based on the continued growth along 10th Street, which includes single family residential and agricultural uses. Based on the continued growth along 10th Street, it is estimated that the subject can be financially feasible to contain a single family residential use "as vacant" and "as if improved" with the adjoining property. 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 a review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for future single family residential development along with the adjoining property. 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

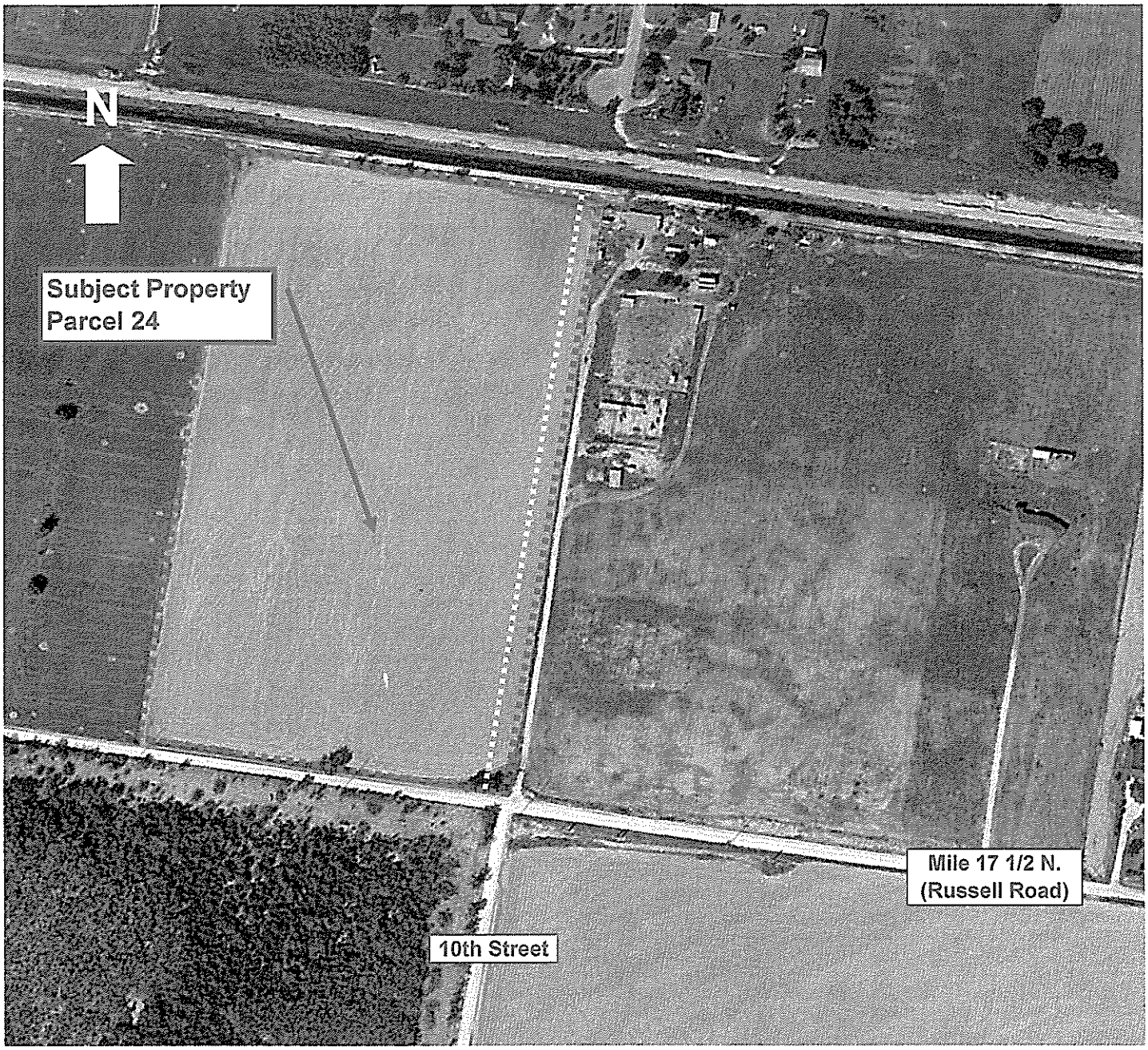


# AERIAL PHOTOGRAPH OF SUBJECT AREA



# AERIAL PHOTOGRAPH OF SUBJECT

*(Closer View of Subject Property)*




NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED ALONG 10TH STREET. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY TEDSI INFRASTRUCTURE GROUP 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.: 24

Local Address: Northwest corner of Mile 17 1/2 N. Road and 10th Street, located within ETJ of the City of Edinburg, Hidalgo County, Texas.

Date Taken: June 28, 2006

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: Mile 17 1/2 North Road
Photo 2: Mile 17 1/2 North Road

Looking: Photo 1: Northern View
Photo 2: Northern View

**Photo 1**
Northern view of subject property; taken from Mile 17 1/2 North Road.

**Photo 2**
Northern view of subject property; taken from Mile 17 1/2 North Road. (Taken: June 2, 2008)

2. Point from which taken: Photo 3: Parcel 13
Photo 4: Parcel 13

Looking: Photo 3: Southern View
Photo 4: Northern View

**Photo 3**
Southern view of taken; taken from adjoining property. (Parcel 13)

**Photo 4**
Northern view of taken; taken from adjoining property. (Parcel 13)

## PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 24

Local Address: Northwest corner of Mile 17 1/2 N. Road and 10th Street, located within ETJ of the City of Edinburg, Hidalgo County, Texas.

Date Taken: June 28, 2006

Taken By: Leonel Garza III

1. Point from which taken: Photo 5: Mile 17 1/2 North Road
Photo 6: Mile 17 1/2 North Road

Looking: Photo 5: Eastern View
Photo 6: Western View

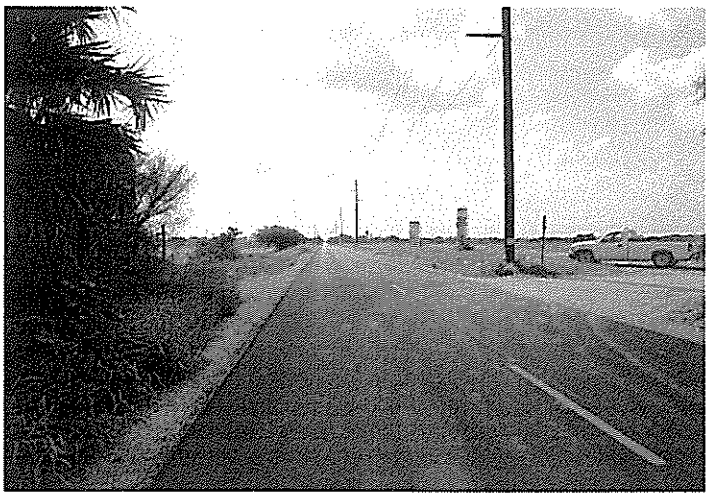


**Photo 5**
Eastern view of Mile 17 1/2 North Road.

**Photo 6**
Western view of Mile 17 1/2 North Road.

2. Point from which taken: Photo 7: Mile 17 1/2 North Road
Photo 8: Mile 17 1/2 North Road

Looking: Photo 7: Southern View
Photo 8: Northern View

**Photo 7**
Southern view of 10th Street.

**Photo 8**
Northern view of natural growth trees located along Mile 17 1/2 North Road.

**DESCRIPTION OF PROPERTY:**

The subject property, as a whole, is a 19.05 acre tract of land currently being utilized as agricultural row crop farming located along eastern side of 10th Street at the intersection with Russell Road (Mile 17 1/2 North Road). The subjects location is within the County of Hidalgo, and is also located within the Edinburg Extraterritorial Jurisdiction. The subject property does not fall under any current zoning ordinance from Edinburg, however, any development on-site would have to be reviewed and approved by the City. According to the survey provided by TEDSI Infrastructure, dated April 18, 2006, the part to be acquired is approximately 2.78 acres (121,275 square feet) gross of which 0.63 acres lies within existing road right-of-way and 0.04 lies in existing S.W.S.C. easement. This leaves a net area to be acquired of 2.12 acres (91,912 square feet) along the frontage of 10th Street and Mile 17 1/2 North Road. The subject property is encumbered by an easement operated by Magic Valley Electric Company.

This value shall exclude any existing road right-of-way in order to derive the net land area within the acquisition. This is performed in order to determine the pro-rata part of the whole (19.05 acres) for the purchase of said tract by the Hidalgo County Right-of-Way Department in the name of the County of Hidalgo, Texas.

**AREA OR NEIGHBORHOOD ANALYSIS:**

The subject neighborhood along 10th Street is a mixture of open agricultural farmland, citrus groves, single family residential homes with several emerging subdivisions. The market surrounding 10th Street has been under positive growth of which properties along nearby Depot Road (23rd Street) are developing several residential subdivisions. Most of the land along 10th Street has been idle as agricultural use with an increase in interest due to the growth of western Edinburg and northern McAllen. The current highest and best use for properties along 10th Street shall be for single family residential development.

**SITE ANALYSIS:**

**Five Year Sales History:** The subject property is indicated to be under the ownership of The Kristin Nicole Vackar Trust, as indicated by survey and field notes provided by TEDSI Infrastructure. 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 The Kristin Nicole Vackar Trust. The subject property was transferred from Judy Luna & Romulo Luna Jr. (Grantor) to The Kristin Nicole Vackar Trust (Grantee) on August 29, 2005. Therefore, the subject has been in the name of The Kristin Nicole Vackar Trust for over one (1) years.

**Legal Description: (Whole Property)** Being a 19.05 acre tract of land out of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas.

**Legal Description: (Part To Be Acquired)** Being a 2.12 net acres (92,347 square feet) tract of land, more or less, out of a 19.05 acre tract of land out of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas.

**Improvements:** During the off-site inspection of the subject property, no building nor site improvements were indicated within the part to be acquired. 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. Therefore the subject property shall be valued as a vacant tract of land similar to the surrounding market area.

**Highest and Best Use:** Single Family Residential

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

(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 | Judy Luna & Romulo Luna Jr. | Santo Andrei, LTD | | Interstate Properties, LLC | | Francisco J. Rodriguez | |
| Grantee | The Kristin Nicole Vackar Trust | Boralis, Inc. | | Rafael Garza | | The Door Christian Church of McAllen, Texas | |
| Date of Sale | August 29, 2005 | May 25, 2007 | | March 20, 2007 | | December 20, 2005 | |
| Unit Price | / Ac | 39,497 | / Ac | 61,518 | / Ac | 36,731 | / Ac |
| Relative Location | Average | Similar | 0% | Similar | 0% | Similar | 0% |
| Lot Location | Corner Tract | Interior Tract | 5% | Interior Tract | 5% | Interior Tract | 5% |
| 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 | 10th Street and 17 1/2 (Russel Rd.) | Rooth Road N. of Schunior Rd. | 0% | Mon Mack Road S. of Chapin | 0% | 10th Street, S. of Chapin | 0% |
| Size of Tract | 19.05 Acres | 67.26 Acres | 15% | 1.91 Acres | -20% | 10.89 Acres | -5% |
| Net Adjustments | | | Δ 20% | | Δ -15% | | Δ 0% |
| Indicated Unit Value | | $ 47,396 | / Ac | $ 52,290 | / Ac | $ 36,731 | / Ac |

**Estimated Unit Value of Fee Simple Area** $ **50,000 / Ac**

**Estimated Value by Sales Comparison Approach** **(2.12 acre x $50,000 / acre)** $ **106,000**
(Includes Part To Be Acquired Only)

**SEE EXPLANATION TO ADJUSTMENTS ON PAGE 4.0**

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


## COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 24 Highway: N. 10th Street County: Hidalgo

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Santo Andrei, LTD Grantee/Lessee: Boralis, Inc.

Date: May 25, 2007 Recording Information: Document# 1767622 Key Map: N/A

Address: Located along the eastern side of Rooth Road, north of Schunior Road, Edinburg, Texas 78540. Zip Code: 78540

Legal Description: A tract of land containing 67.26 acres, situated in the County of Hidalgo, Texas, being the West 400.00' of Lot 11 and the North 495.00' of Lot 13 and all of Lot 13 and all of Lot 12, Section 233, Texas-Mexican Railway Company Survey Subdivision, according to the plat thereof recorded in Volume 1, Page 12, Hidalgo County Map Records.

Confirmed Price : $ 2,656,572 Verified with: MLS# F8913S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 67.26 Acres or 2,929,846 Sf Unit Price as Vacant $ 39,497 / Ac or $ 0.91 / Sf

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

Improvement(s) Description: N/A

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

Condition and Functional Design: N/A

Current Use: Agricultural Highest and Best Use: Single Family Residential Development

Date of Inspection: June 2, 2008 Zoning: No Municipal Zoning Flood Plain: Zone "X"

Attach Additional Information: The subject is an agricultural use tract of land located along the eastern side of Rooth Road just south of Mile 17 North Road. The property is currently being utilized for citrus production. Municipal water is available to the site.

Appraiser: Leonel Garza III June 2, 2008
(Typed, not signed) Date

*Comparable Sale No. 2*

## COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 24 Highway: N. 10th Street County: Hidalgo

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Interstate Properties, LLC Grantee/Lessee: Rafael Garza

Date: March 20, 2007 Recording Information: Document # 1736773 Key Map: N/A

Address: Located along the western side of Mon Mack Road, north of Chapin Road, Edinburg, Texas 78539. Zip Code: 78539

Legal Description: The North 150 feet of the South 660 feet of the East of Lot Eight (8), Section Two Hundred Thirty-eight(238), Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to map thereof recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 117,500 Verified with: MLS# A18560S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 1.91 Acres or 83,200 Sf Unit Price as Vacant : $ 61,518 /Acre or $ 1.41 / Sf

Type Street: Asphalt Paved Utilities: All Municipal Utilities Available

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: Agricultural Highest and Best Use: Single Family Residential Development

Date of Inspection: June 2, 2008 Zoning: No Municipal Zoning Flood Plain: Zone "X"

Attach Additional Information:

The subject property is located along the western boundary of Monmack Road, north of west 17th Street. Since the time of sale the property has been improved with a masonry building. At the time of inspection the building was vacant, and is currently for sale by owner.

Appraiser: Leonel Garza III June 2, 2008
(Typed, not signed) Date

*Comparable Sale No. 3*

## COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 24 Highway: N. 10th Street County: Hidalgo

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Francisco J. Rodriguez Grantee/Lessee: The Door Christian Church of McAllen, Texas

Date: December 20, 2005 Recording Information: Document #1562327 Key Map: N/A

Address: E/S of North 10th St. located south of the Southeast corner of North 10th Street and Chapin Road within ETJ of the City of Edinburg, Hidalgo County, Texas Zip Code: 78539

Legal Description: The North 365 feet of the South 660 feet of Lot Ten (10), Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to map thereof recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 400,000 Verified with: MLS# L03703S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.89 Acres or 474,368 Sf Unit Price as Vacant : $ 36,731 / Acre or $ 0.84 / Sf

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

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: Agricultural Highest and Best Use: Single Family Residential Development

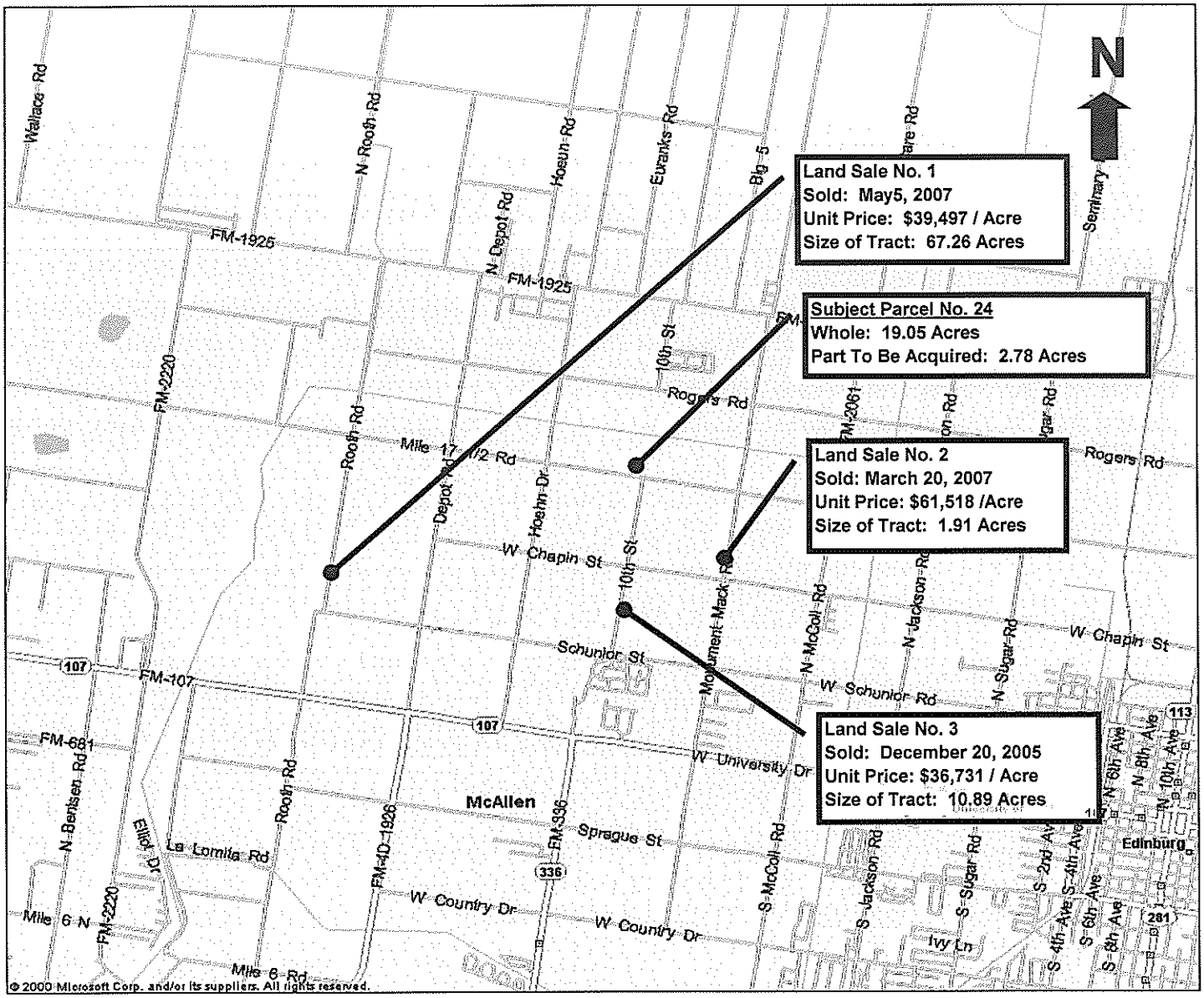
Date of Inspection: June 2, 2008 Zoning: No Municipal Zoning Flood Plain: Zone "X"

Attach Additional Information:

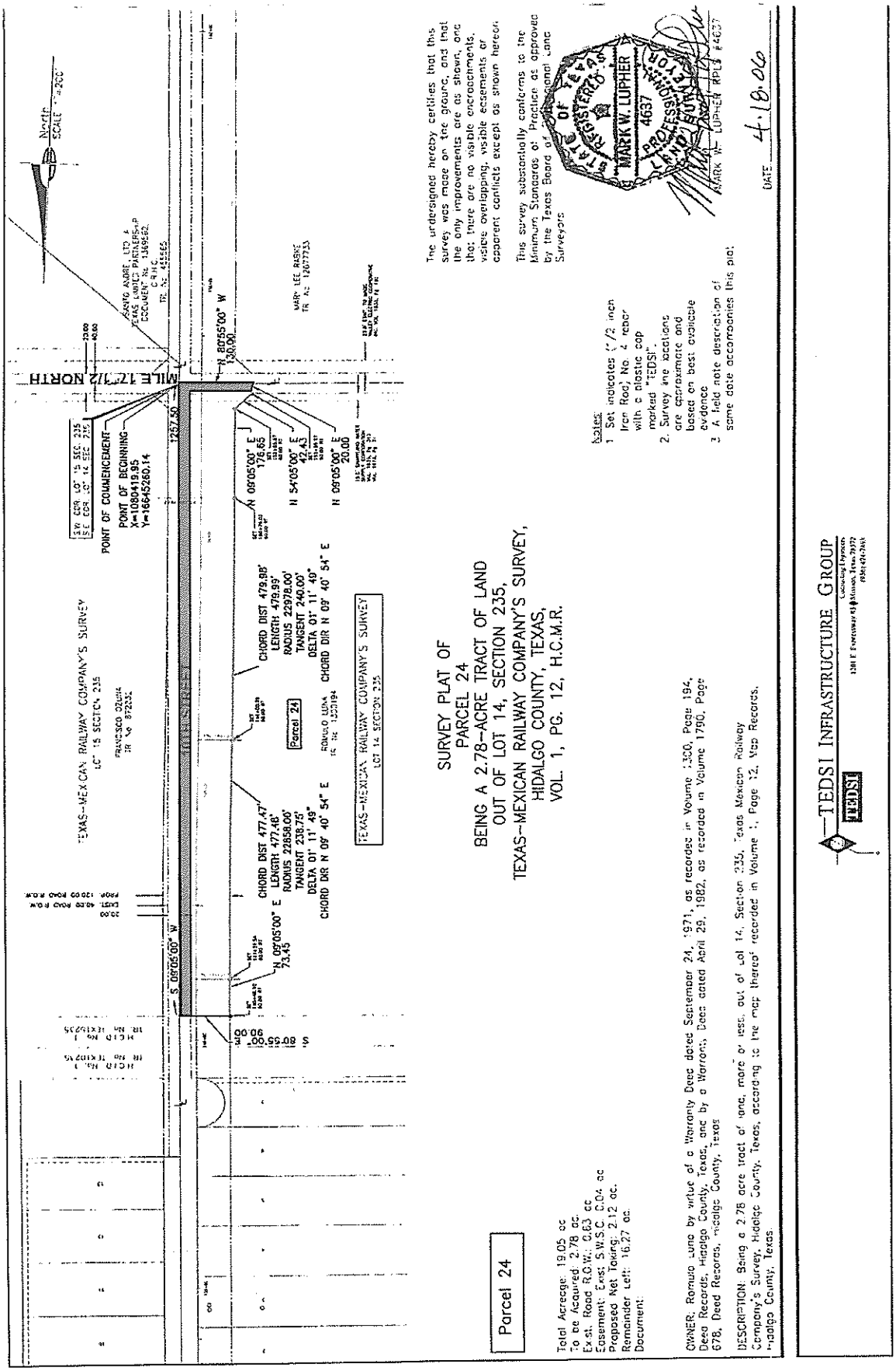
The subject is a vacant tract of land located along the eastern side of 10th Street just south of Mile 17 North Road. The property is currently being utilized for agricultural production. Potable water is available to the site.

Appraiser: Leonel Garza III June 2, 2008
(Typed, not signed) Date

# COMPARABLE SALES MAP



# SURVEY OF SUBJECT PROPERTY (Page 1 of 1)




**Yellow Highlight = Proposed Right-of-Way**

# FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

COUNTY: HIDALGO

HIGHWAY: 10TH STREET EXTENSION

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

GRANTOR: ROMULO LUNA

FIELD NOTES FOR PARCEL - 24

Being a 2.78 (121,275 square feet) acre tract of land, more or less, out of a 19.05-acre tract of land out of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 19.05-acre tract of land is vested to Romulo Luna by virtue of a Warranty Deed dated September 24, 1971, as recorded in Volume 1300, Page 194, Deed Records, Hidalgo County, Texas and by a Warranty Deed dated April 29, 1982, as recorded in Volume 1790, Page 678, Deed Records, Hidalgo County, Texas. Said 2.78 (121,275 square feet) acre tract of land being more particularly described by metes and bounds as follows;

**COMMENCING** at the Southeast corner of Lot 14, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, and **POINT OF BEGINNING,** with grid coordinates of X= 1,080,419.95 and Y= 16,645,260.14. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

**THENCE,** N 80° 55' 00" W, along the South line of Lot 14, for a distance of 130.00 feet, to a point on the South line of Lot 14 for the Southeast corner of said tract herein described;

**THENCE,** N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 20.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an external corner of said tract herein described;

**THENCE,** N 54° 05' 00" E, for a distance of 42.43 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an internal corner of said tract herein described;

**THENCE,** N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 176.65 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street;

**THENCE,** In a Northeasterly direction with the proposed West Right-of-Way of said 10th Street and with the line of said curve to the right with an arc angle of 01° 11' 49", a radius of 22,978.00 feet, a tangent of 240.00 feet, a curve length of 479.99 feet, a chord that bears N 09° 40' 54" E and a chord length of 479.98 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street;

## FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

**THENCE,** In a Northeasterly direction with the proposed West Right-of-Way of said 10th Street and with the line of said curve to the left with an arc angle of 01° 11' 49", a radius of 22,858.00 feet, a tangent of 238.75 feet, a curve length of 477.48 feet, a chord that bears N 09° 40' 54" E and a chord length of 477.47 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street;

**THENCE,** N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 73.45 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street and the Northwest corner of said tract herein described;

**THENCE,** S 80° 55' 00" E, parallel to the North line of Lot 14, for a distance of 90.00 feet to a point on the East line of Lot 14, for the Northwest corner of said tract herein described;

**THENCE,** S 09° 05' 00" W, along the East line of Lot 14, for a distance of 1,257.50 feet, to the **POINT OF BEGINNING** and containing 2.78 (121,275 square feet) acres of land, of which 0.63 of an acre lies in the existing 10th Street Right-of-Way, 0.04 of an acre lies in existing S.W.S.C. Easement and leaving a **PROPOSED NET TAKING** of 2.12 acres of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

Mark W. Lupher – R.P.L.S. # 4637

Date: 4·18·06

**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 10th Street and other similar nearby thoroughfares. Each of the sales utilized are located within 2.0 miles from the subject property with similar highest and best uses as single family residential. Several sales were located within this parameter of which had occurred within the past two years. 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 along the western side of Rooth Road just north of Shunior Street. Due to the similar location no adjustment was indicated for location. An upward adjustment for corner influence of +5% was indicated as the sale is an interior tract of land. The final adjustment made to the sale was for the difference in size of +15%. Based on the adjustments indicated for the comparable sale, the subject properties indicated unit value is $47,396 per acre.

Sale No. 2 is located along the western boundary of Monmack Road, north of west 17th Street. Due to the similar location no adjustment was indicated for location. An upward adjustment for corner influence of +5% was indicated as the sale is an interior tract of land. The final adjustment made to the sale was for the difference in size of -20%. Based on the adjustments indicated for the comparable sale, the subject properties indicated unit value is $52,290 per acre.

Sale No. 3 is located along the eastern side of 10th Street just south of Mile 17 North Road also known as Chapin Street. The sale is located within the southern boundary of the project limits and is accessible through Mile 17 North Road which is an two lane asphalt paved road. The sale is bordered by a single family residential subdivision to the north an contains potable water available to the site. Due to the similar location no adjustment was indicated for location. An upward adjustment for corner influence of +5% was indicated as the sale is an interior tract of land. The final adjustment made to the sale was for the difference in size of -5%. Based on the adjustments indicated for the comparable sale, the subject properties indicated unit value is $36,731 per acre.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $36,731 per acre to $61,518 per acre was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $36,731 per acre to $52,290 per acre was determined. Based on the surrounding properties and developments within the immediate market area and the current trends found along 10th Street, a unit value near the upper end of the adjusted range was selected; $50,000 per acre.

## ESTIMATED VALUE OF ACQUISITION

| | | | | | | |
|---|---|---|---|---|---|---|
| **Land:** | **2.12 Acres (92,347 sq ft)** | **@** | **$ 50,000** | **Per Acre** | | **$ 106,000** |
| **Improvements:** | ***No Site Improvements Indicated*** | | | | **$ -** | |
| | | | | | **$ -** | |
| | | | | | **$ -** | |
| | | | | | **$ -** | |
| | | | | | **$ -** | |
| | **Total Improvements** | | | | **$ -** | |

| | | |
|---|---|---|
| **TOTAL ESTIMATED VALUE** | **$** | **106,000** |
| **Cost To Cure Damages** | **$** | **-** |
| **Estimated Total Compensation** | **$** | **106,000** |

# 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

# 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 - 1378375-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, 2004 Through December 31, 2006 (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)

* **National Association of Master Appraisers**
  Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

* **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.

## 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.

**December 11, 2004**

* National Uniform Standards of Professional Practice Course 400, Sponsored By The Houston Chapter Appraisal Institute, Houston, Texas.

**November 16, 2004**

* Residential Cost Approach – Marshall & Swift Evaluation Cost Guide, Sponsored by the Lincoln Graduate Center, San Antonio, Texas.

**September 12, 2003**

* 2003 Eminent Domain Seminar, Sponsored by the International Right of Way Association (IRWA) in San Marcos, Texas.

**May 16, 2002**

* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

**December 15, 2000**

* Residential Appraisal Update, Course #117. Sponsored by The Columbia Institute in San Antonio, Texas.

**September 18, 2000**

* "Current Issues in Ad Valorem Property Tax Valuation. Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

**September 19, 2000**

* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

**September 20, 2000**

* "Texas Property Tax Law 2000". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

**October 8-14, 1998**

* Course 530: Advance Sale Comparison and Cost Approach, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

**September 24-29, 1998**

* Course 510: Advance Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

**May 4 thru May 9, 1998**

* Course 320: Basic Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

**September 20 thru September 21, 1996**

* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part B, Course 420; Held in Austin, Texas.

**September 18 thru September 19, 1996**

* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part A, Course 410; Held in Austin, Texas.

**June 25, 1996**

* "Apartment and Rental Housing Legal Seminar"; Sponsored by the Texas Apartment Association of the Rio Grande Valley, McAllen, Texas.

**April 11-16, 1996**

* Course 120: Appraisal Procedures, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

**February 15-20, 1996**

* Course 110: Appraisal Principles, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

| 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

*State Certified General Real Estate Appraiser*
*Real Estate Property Tax Consultant*

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email Address: leonel3@aol.com


April 24, 2006

Parcel 24
The Kristin Nicole Vackar Trust
104 Canary
McAllen, Texas 78504-2215

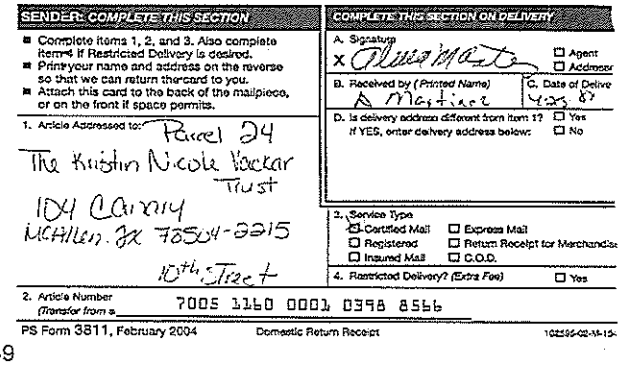
To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right-of-Way Department to appraise various properties along 10th Street Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of 10th Street Road. The project limits are from North of US 107 to FM 1925 (Monte Cristo Road). The County of Hidalgo is interested in acquiring a small portion of the frontage of your property for this expansion. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased by the Hidalgo County Right-of-Way Department. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of April 24, 2006 thru May 19, 2006. If you or your representative, wish to meet with us for 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 or Benito Rodriguez, Hidalgo County Right-of-Way Agent, at (956) 383-3112.

With this letter I request permission to perform an off-site and on-site inspection and to photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Benito Rodriguez – Right-of-Way Agent
902 N. Doolittle Road, Edinburg Texas 78539
(956) 383-3112



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: Parcel 24
The Kristin Nicole Vackar Trust
104 Canary
McAllen, TX 78504-2215
10th Street

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) A Martinez C. Date of Delivery 4-25-87

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2. 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 1160 0001 0398 8566

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15-

# CERTIFIED LETTER TRACKING INFORMATION



UNITED STATES POSTAL SERVICE



## Track & Confirm

### Search Results

Label/Receipt Number: **7005 1160 0001 0398 8566**
Status: **Delivered**

Your item was delivered at 4:19 pm on April 25, 2006 in MCALLEN, TX 78504.

Track & Confirm

Enter Label/Receipt Number.

Go >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >



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# WARRANTY DEED (Page 1 of 3)

CHARGE TO: EDWARDS ABSTRACT
GF # 139762

1519407

**NOTICE OF CONFIDENTIALITY RIGHTS:**
**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

RE: The East Twenty (E. 20) acres of Lot Fourteen (14), Section Two Hundred Thirty-Five (235), Texas-Mexican Railway Company Survey, Hidalgo County, Texas

Warranty Deed

1. Date: August 29, 2005

2. Grantor: JUDY LUNA and ROMULO LUNA, JR

3. Grantor's Mailing Address: 11613 N. 23rd. St. Mcallen Tx. 78504

4. Grantee: THE KRISTIN NICOLE VACKAR 2002 TRUST

5. Grantee's Mailing Address: 104 Canary, McAllen, Hidalgo County, Texas 78501

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged,

7. Property: The East Twenty (E. 20) acres of Lot Fourteen (14), Section Two Hundred Thirty-Five (235), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, being described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 14;
THENCE, West with and along the South line of Lot 14 a distance of 660.0 feet;
THENCE, North at 20.0 feet a concrete monument, at 1,228.0 feet a concrete monument, at 1320.0 feet a point in the North line of Lot 14 for the Northwest corner of this tract herein described;
THENCE, East with and along the North line of Lot 14, a distance of 660.0 feet to the Northwest corner of said lot, also the Northeast corner of the tract herein described.
THENCE, South, at 100.0 feet a concrete monument, at 1,300.0 feet a concrete monument, at 1,320.0 feet to the PLACE OF BEGINNING, the tract containing 20.0 acres of land;
LESS AND EXCEPT a canal right-of-way off the North end of said property, said canal right-of-way being described by metes and bounds as follows:
BEGINNING at the Northeast corner of Lot 14;
THENCE, South with and along the East line of Lot 14;
THENCE, West a distance of 660 feet to a concrete monument, said concrete monument being 92 feet South of the North line of Lot 14;
THENCE, North, with and along a line parallel to the East line of Lot 14, a distance of 92 feet to a point in the North line of Lot 14;
THENCE, East with and along the North line of Lot 14, a distance of 660.0 feet to the POINT OF BEGINNING, said right-of-way containing 1.4 acres.

RE: The East Twenty (E. 20) acres of Lot Fourteen (14), Section Two Hundred Thirty-Five (235), Texas-Mexican Railway Company Survey, Hidalgo County, Texas

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following:

   A. See Exhibit "A", attached hereto and made a part hereof for all purposes.
   B. The taxes for the year 2005 and subsequent years due to change in land usage or ownership

9. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, 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 (continue below):

10. Warranty of Title: 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 warranty.

11. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

12. Signature:

Judy Luna
JUDY LUNA

ROMULO LUNA, JR.

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on this 29th day of August, 2005, by JUDY LUNA AND ROMULO LUNA, JR.

ALFREDO GARZA, JR.
MY COMMISSION EXPIRES
June 22, 2009

Alfredo Garza
Notary Public, State of Texas
My Commission Expires: 06/22/2009

After Recording Return To:

# WARRANTY DEED (Page 3 of 3)

An undivided 3/4 interest in all oil, gas, and other minerals on, in, under, or that be produced from the subject property as set forth in instrument dated July 19, 1958, recorded in Volume 922, Page 92, Deed Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated September 28, 1944, recorded in Volume 58, Page 9, and dated December 6, 1954 recorded in Volume 166, Page 164, Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas & Mineral Leases dated August 8, 1963, recorded in Volume 279, Page 204, and dated November 18, 1964, recorded in Volume 295, Page 333, Oil and Gas Records, Hidalgo County, Texas, and unitized in instrument dated April 26, 1965, recorded in Volume 297, Page 224, Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated July 20, 2000, recorded under Clerk's File No. 893178, dated April 14, 2000, recorded under Clerk's File No. 893240 and amended in instrument recorded under Clerk's File No. 1201794, and dated August 13, 2002, recorded under Clerk's File No. 1115916, Official Records, Hidalgo County, Texas.

Easement for RIGHT OF WAY granted to SHARYLAND WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1648, Page 247, Deed Records, Hidalgo County, Texas.

Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Subject to any portion of subject property described herein lying within canal right of way.

Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 1.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Filed for Record in:
Hidalgo County
by J. D. Salinas III
County Clerk

On: Sep 09,2005 at 04:41P

As a Recording

Document Number: 1519407
Total Fees : 18.00

Receipt Number - 705098
By,
Rebecca Mariscal, Deputy

Exhibit "A"

**AI-12145** **13.B.**

**Execution of Closing Documents - Pct 2 Adm. Office**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Sandra Garcia, RIGHT OF WAY DEPT. |
| **Submitted For:** | Joe Pena |
| **Department:** | RIGHT OF WAY DEPT. |
| **Agenda Category:** | Right of Way |

## Information

**CAPTION**

Authorization for County Judge to execute Closing Documents for the Precinct No. 2 Administration Office Property - a 15.75 acre tract of land out of Lot 229 Kelly Pharr Subdivision.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1334-431-00-122-021-0-719

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

**BUDGETARY IMPACT:**

Available balance is $448,400.00 as of 11/6/08.

## Attachments

Link: PCT 2 Office 1

Link: PCT 2 Office 2

Link: PCT 2 Office 3

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 07:51 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/06/2008 02:12 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:39 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Sandra Garcia Started On: 11/05/2008 04:07 PM

Final Approval Date: 11/07/2008

Website: www.atlashall.com
E-mail: info@atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P. O. BOX 3725 (78502-3725)
818 W. PECAN
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

November 4, 2008

Ms. San Juanita C. Guzman
P. O. Box 1673
Pharr, Texas 78577

Re: Sale to Hidalgo County of a 15.75 acre tract out of Lot 229, Kelly Pharr Subdivision, Hidalgo County, Texas (Precinct #2 Administration Office Property)

Dear Ms. Guzman:

We have been asked by our client, Hidalgo County (the "County"), to prepare the documents associated with the above-referenced matter. This letter will serve as notice to you of our representation of the County in this matter.

We will not be serving as your attorney with regard to any part of this transaction. We wish this to be made clear to you. You may wish to obtain you own attorney to review the documentation. If so, please have your attorney(s) contact us at the above-referenced address and phone number. We would be happy to work with your counsel in this matter.

Please acknowledge your receipt and agreement concerning our representation by executing this correspondence in the spaces provided below.

Very truly yours,

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

SLC/ram

AGREED TO AND APPROVED:

_____

SAN JUANITA C. GUZMAN

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# General Warranty Deed

Date: November 4, 2008

Grantor: SAN JUANITA C. GUZMAN, joined herein by my spouse, HOMERO GUZMAN

Grantor's Mailing Address:

P. O. Box 1673
Pharr, Texas 78577

Grantee: COUNTY OF HIDALGO

Grantee's Mailing Address:

509 E. Earling Road
San Juan, Texas 78589

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty:

Standby fees, taxes and assessments by any taxing authority for the year 2009 and subsequent years, the payment of which Grantee assumes.
Continued on Exhibit "B' attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration and subject to the 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 way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

_____

**SAN JUANITA C. GUZMAN**

_____

**HOMERO GUZMAN**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2008, by SAN JUANITA C. GUZMAN.

_____

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, 2008, by HOMERO GUZMAN.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "A"

A 15.75-acre tract of land out of Lot 229, Kelly Pharr Subdivision, Hidalgo County, Texas, Volume 3, Pages 133, Map Records of Hidalgo County, Texas and said 15.75-acre tract of land also being more particularly descibed as follows;

**Beginning** on a cotton picker spindle found at the Southwest corner of said Lot 229, for the Southwest corner of tract herein described,

**THENCE**, North 08 degrees 25 minutes 00 seconds East, along the West line of Lot 229, at a distance of 20.00 feet pass a No. 4 rebar set on the North Right of Way of Hall Acres Road at 1165.00 pass a No. 4 rebar set on the South Right of Way line of Hidalgo County Drain District No. 1 and a total distance of 1320.00 feet to the Northwest corner of Lot 229, for the Northwest corner of the tract herein described;

**THENCE**, South 81 degrees 35 minutes 00 seconds East, along to the North line of Lot 229, in said Drain Ditch Right of Way, a distance of 521.95 feet to the Northwest corner of Los Marineros Subdivision, recorded in Volume 34, Page 82, Map Records Hidalgo County, for the Northeast corner of the tract herein described;

**THENCE**, South 08 degrees 25 minutes 00 seconds West, with West line of Los Marineros Subdivision, at a distance of 192.90 feet to a No. 4 rebar set at a corner of said Subdivision for an exterior corner of the tract herein described;

**THENCE**, North 81 degrees 35 minutes 00 seconds West, with the most Southerly North line of Los Marineros Subdivision, a distance of 7.95 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;

**THENCE**, South 08 degrees 25 minutes 00 seconds West, with the West line of Los Marineros Subdivision, a distance of 937.10 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;

**THENCE**, South 81 degrees 35 minutes 00 seconds East, with the most Northerly South line of Los Marineros Subdivision, a distance of 31.92 feet to a No. 4 rebar found, at a corner of said Subdivision for an exterior corner of the tract herein described;

**THENCE**, South 08 degrees 25 minutes 00 seconds West, along the West line of Los Marineros Subdivision, at a distance of 170.00 feet pass a No. 4 rebar set on the North Right of Way of Hall Acres Road and a total distance of 190.00 feet to a cotton picker spindle set on the South line of Lot 229, for the Southeast corner of the tract herein described;

**THENCE**, North 81 degrees 35 minutes 00 seconds West, along the South line of Lot 229, in Hall Acres Road Right of Way a distance of 545.92 feet to the **POINT OF BEINNING,** containing 15.75-acres of land, more or less, of which 0.251 acre lies in Hall Acres Road Right of Way and 0.697 acre lies in Hidalgo County Drain District No. 1.

EXHIBIT "B"

**Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2 and easements and restrictions as shown on the map of the above described subdivision.**

**Easement in favor of Hidalgo County Drainage District No. 1 as shown by instrument dated January 18, 1962, recorded in Volume 1028, Page 530, Deed Records of Hidalgo County, Texas.**

**Water line easement in favor of Military Highway Water Supply Corporation as shown by instrument dated March 26, 1979, recorded in Volume 1634, Page 983, Deed Records of Hidalgo County, Texas.**

**Sanitary sewer line easement in favor of City of Pharr as shown by instrument dated August 30, 1993, filed August 30, 1993 under Document Number 341107, Official Records of Hidalgo County, Texas.**

**Subject to apparent abandoned gas pipeline across said tract as evidence on the survey prepared by Plinio C. Medina, dated October 9, 2008, Job No. ENG08.024A. (Owner's Title Policy only)**

**Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Maye E. Pelt to T. B. Hoffer, dated December 9, 1946, recorded in Volume 70, Page 500, Oil and Gas Records of Hidalgo County, Texas.**

**Mineral and/or royalty reservation contained in deed dated December 31, 1987, recorded in Volume 2544, Page 66, Official Records of Hidalgo County, Texas.**

**Mineral and/or royalty reservation contained in deed dated December 31, 1987, recorded in Volume 2444, Page 69, Official Records of Hidalgo County, Texas.**

**Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated June 15, 1951, recorded in Volume 115, Page 595, Oil and Gas Records of Hidalgo County, Texas.**

**Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**

**Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

**Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**

**Nonforeign Affidavit—Individual**

Date: November 4, 2008

Transferor: SAN JUANITA C. GUZMAN

Transferor's Mailing Address:

P. O. Box 1673
Pharr, Texas 78577

Transferor's Social Security Number: _____

Transferee: COUNTY OF HIDALGO

Property: That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that withholding of tax is not required on my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a nonresident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct, and complete.

_____

**SAN JUANITA C. GUZMAN**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2008, by SAN JUANITA C. GUZMAN.

_____
Notary Public, State of Texas

EXHIBIT "A"

A 15.75-acre tract of land out of Lot 229, Kelly Pharr Subdivision, Hidalgo County, Texas, Volume 3, Pages 133, Map Records of Hidalgo County, Texas and said 15.75-acre tract of land also being more particularly descibed as follows;

**Beginning** on a cotton picker spindle found at the Southwest corner of said Lot 229, for the Southwest corner of tract herein described,

**THENCE**, North 08 degrees 25 minutes 00 seconds East, along the West line of Lot 229, at a distance of 20.00 feet pass a No. 4 rebar set on the North Right of Way of Hall Acres Road at 1165.00 pass a No. 4 rebar set on the South Right of Way line of Hidalgo County Drain District No. 1 and a total distance of 1320.00 feet to the Northwest corner of Lot 229, for the Northwest corner of the tract herein described;

**THENCE**, South 81 degrees 35 minutes 00 seconds East, along to the North line of Lot 229, in said Drain Ditch Right of Way, a distance of 521.95 feet to the Northwest corner of Los Marineros Subdivision, recorded in Volume 34, Page 82, Map Records Hidalgo County, for the Northeast corner of the tract herein described;

**THENCE**, South 08 degrees 25 minutes 00 seconds West, with West line of Los Marineros Subdivision, at a distance of 192.90 feet to a No. 4 rebar set at a corner of said Subdivision for an exterior corner of the tract herein described;

**THENCE**, North 81 degrees 35 minutes 00 seconds West, with the most Southerly North line of Los Marineros Subdivision, a distance of 7.95 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;

**THENCE**, South 08 degrees 25 minutes 00 seconds West, with the West line of Los Marineros Subdivision, a distance of 937.10 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;

**THENCE**, South 81 degrees 35 minutes 00 seconds East, with the most Northerly South line of Los Marineros Subdivision, a distance of 31.92 feet to a No. 4 rebar found, at a corner of said Subdivision for an exterior corner of the tract herein described;

**THENCE**, South 08 degrees 25 minutes 00 seconds West, along the West line of Los Marineros Subdivision, at a distance of 170.00 feet pass a No. 4 rebar set on the North Right of Way of Hall Acres Road and a total distance of 190.00 feet to a cotton picker spindle set on the South line of Lot 229, for the Southeast corner of the tract herein described;

**THENCE**, North 81 degrees 35 minutes 00 seconds West, along the South line of Lot 229, in Hall Acres Road Right of Way a distance of 545.92 feet to the **POINT OF BEINNING,** containing 15.75-acres of land, more or less, of which 0.251 acre lies in Hall Acres Road Right of Way and 0.697 acre lies in Hidalgo County Drain District No. 1.

## AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

GF# 112688

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is the owner of the following described property, to-wit:

**A 15.75-acre tract of land, more or less, out of Lot 229, KELLY PHARR SUBDIVISION, Hidalgo County, Texas, Volume 3, Pages 133, Map Records of Hidalgo County, Texas and said 15.75-acre tract of land also being more particularly described as follows;**

**BEGINNING on a cotton picker spindle found at the Southwest corner of said Lot 229, for the Southwest corner of tract herein described,**

**THENCE, North 08 degrees, 25 minutes, 00 seconds East, along the West line of Lot 229, at a distance of 20.00 feet pass a No. 4 rebar set on the North Right of Way of Hall Acres Road at 1,165.00 pass a No. 4 rebar set on the South Right of Way line of Hidalgo County Drain District No. 1 and a total distance of 1,320.00 feet to the Northwest corner of Lot 229, for the Northwest corner of the tract herein described;**

**THENCE, South 81 degrees, 35 minutes, 00 seconds East, along to the North line of Lot 229, in said Drain Ditch Right of Way, a distance of 521.95 feet to the Northwest corner of Los Marineros Subdivision, recorded in Volume 34, Page 82, Map Records Hidalgo County, for the Northeast corner of the tract herein described;**

**THENCE, South 08 degrees, 25 minutes, 00 seconds West, with West line of Los Marineros Subdivision, at a distance of 192.90 feet to a No. 4 rebar set at a corner of said Subdivision for an exterior corner of the tract herein described;**

**THENCE, North 81 degrees, 35 minutes, 00 seconds West, with the most Southerly North line of Los Marineros Subdivision, a distance of 7.95 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;**

**THENCE, South 08 degrees, 25 minutes, 00 seconds West, with the West line of Los Marineros Subdivision, a distance of 937.10 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;**

**THENCE, South 81 degrees, 35 minutes, 00 seconds East, with the most Northerly South line of Los Marineros Subdivision, a distance of 31.92 feet to a No.4 rebar found, at a corner of said Subdivision for an exterior corner of the tract herein described;**

**THENCE, South 08 degrees, 25 minutes, 00 seconds West, along the West line of Los Marineros Subdivision, at a distance of 170.00 feet pass a No.4 rebar set on the North Right of Way of Hall Acres Road and a total distance of 190.00 feet to a cotton picker spindle set on the South line of Lot 229, for the Southeast corner of the tract herein described;**

**THENCE, North 81 degrees, 35 minutes, 00 seconds West, along the South line of Lot 229, in Hall Acres Road Right of Way a distance of 545.92 feet to the POINT OF BEGINNING, of which 0.251 acre lies in Hall Acres Road Right of Way and 0.697 acre lies in Hidalgo County Drain District No. 1.**

2. Affiant is desirous of selling the above described property and has requested **Valley Land Title Co.**, agent for **Commonwealth Land Title Insurance Company**, to issue a title policy guarantying the title of same to his purchaser.

3. In connection with the issuance of such policy, Affiant makes the following statement of facts:

   a. That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant.

   b. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owning against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against said property.

   c. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.

   d. That no paving assessments or lien has been filed against the hereinabove described property, and Affiant owes no paving charges.

   e. That there are no judgment liens filed against Affiant.

   f. That there are no suits pending against Affiant in Federal or State Court.

   g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.

   h. That there are no outstanding home improvements loans, recorded or unrecorded, except as follows:

   None

   i. That Affiant has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.

   j. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

| **Secured Party** | **Approximate Amount** |
|---|---|
| None | |
| | |

   k. No loans of any kind on such property except the following:

| **Creditor** | **Approximate Amount** |
|---|---|
| None | |
| | |

4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property **Valley Land Title Co.** would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

**Witness my hand this ____ day of** November **,** 2008 **.**

**San Juanita C. Guzman**

**SWORN TO AND SUBSCRIBED BEFORE ME, by the said San Juanita C. Guzman, at McAllen, Hidalgo County, Texas, this ____ day of _____, _____.**

NOTARY PUBLIC STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this ____ **day of** _____, _____, by **San Juanita C. Guzman.**

NOTARY PUBLIC STATE OF OF TEXAS

# WAIVER OF INSPECTION

**Valley Land Title Co.**
**612 W. Nolana**
**Ste. #570**
**McAllen, TX 78504**

RE: Owner's Title Policy of Insurance
Your GF# **112688**

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering

**A 15.75-acre tract of land, more or less, out of Lot 229, KELLY PHARR SUBDIVISION, Hidalgo County, Texas, Volume 3, Pages 133, Map Records of Hidalgo County, Texas and said 15.75-acre tract of land also being more particularly described as follows;**

**BEGINNING on a cotton picker spindle found at the Southwest corner of said Lot 229, for the Southwest corner of tract herein described,**

**THENCE, North 08 degrees, 25 minutes, 00 seconds East, along the West line of Lot 229, at a distance of 20.00 feet pass a No. 4 rebar set on the North Right of Way of Hall Acres Road at 1,165.00 pass a No. 4 rebar set on the South Right of Way line of Hidalgo County Drain District No. 1 and a total distance of 1,320.00 feet to the Northwest corner of Lot 229, for the Northwest corner of the tract herein described;**

**THENCE, South 81 degrees, 35 minutes, 00 seconds East, along to the North line of Lot 229, in said Drain Ditch Right of Way, a distance of 521.95 feet to the Northwest corner of Los Marineros Subdivision, recorded in Volume 34, Page 82, Map Records Hidalgo County, for the Northeast corner of the tract herein described;**

**THENCE, South 08 degrees, 25 minutes, 00 seconds West, with West line of Los Marineros Subdivision, at a distance of 192.90 feet to a No. 4 rebar set at a corner of said Subdivision for an exterior corner of the tract herein described;**

**THENCE, North 81 degrees, 35 minutes, 00 seconds West, with the most Southerly North line of Los Marineros Subdivision, a distance of 7.95 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;**

**THENCE, South 08 degrees, 25 minutes, 00 seconds West, with the West line of Los Marineros Subdivision, a distance of 937.10 feet to a No. 4 rebar found at a corner of said Subdivision, for an interior corner of the tract herein described;**

**THENCE, South 81 degrees, 35 minutes, 00 seconds East, with the most Northerly South line of Los Marineros Subdivision, a distance of 31.92 feet to a No.4 rebar found, at a corner of said Subdivision for an exterior corner of the tract herein described;**

**THENCE, South 08 degrees, 25 minutes, 00 seconds West, along the West line of Los Marineros Subdivision, at a distance of 170.00 feet pass a No.4 rebar set on the North Right of Way of Hall Acres Road and a total distance of 190.00 feet to a cotton picker spindle set on the South line of Lot 229, for the Southeast corner of the tract herein described;**

**THENCE, North 81 degrees, 35 minutes, 00 seconds West, along the South line of Lot 229, in Hall Acres Road Right of Way a distance of 545.92 feet to the POINT OF BEGINNING, of which 0.251 acre lies in Hall Acres Road Right of Way and 0.697 acre lies in Hidalgo County Drain District No. 1.**

will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to above.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year **2008**, and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, and that the policy to be issued on this particular transaction will contain the following special exceptions:
4. Lien or liens created or assumed in conjunction with this transaction, if any.
5. Rights of parties in possession.

Since **Valley Land Title Co.** examines only the record title and does not actually see the property, we hereby waive inspection by **Valley Land Title Co.** of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

We acknowledge we are not relying upon any representation, statement or other assertion about the property condition or parties in possession, but are relying upon our inspection of the property. We take the property under the express understanding that the title insurance agent and title insurance company have made no express or implied warranties. We understand the title insurance agent and title insurance company have determined the insurability of title solely for their own benefit.

Very truly yours,
**County of Hidalgo**

_____

**By**

# A. Settlement Statement

**U.S. Department of Housing and Urban Development**

OMB Approval No. 2502-0265 (expires 11/30/2009)

**B. Type of Loan**

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.

| 6. File Number: | 7. Loan Number: | 8. Mortgage Insurance Case Number: |
|---|---|---|
| 112688 | | |

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| D. Name & Address of Borrower: | E. Name & Address of Seller: | F. Name & Address of Lender: |
|---|---|---|
| *County of Hidalgo*<br>*509 E. Earling Road, San Juan, TX 78589* | *San Juanita C. Guzman*<br>*P. O. Box 1673, Pharr, TX 78577* | |

| G. Property Location: | H. Settlement Agent: | Rescission Date: |
|---|---|---|
| *15.75 acres-Lot 229,Kelley Pharr*<br>*Pharr, TX 78577*<br><br>*Hidalgo County* | *Atlas & Hall, L.L.P.*<br>*TIN: 74-1210059*<br><br>Place of Settlement:<br>*818 Pecan*<br>*McAllen, TX 78501* | I. Settlement Date:<br>*11/04/2008* |

| J. Summary of Borrower's Transaction | | K. Summary of Seller's Transaction | |
|---|---|---|---|
| **100. Gross Amount Due From Borrower** | | **400. Gross Amount Due To Seller** | |
| 101. Contract sales price | $426,250.00 | 401. Contract sales price | $426,250.00 |
| 102. Personal property | | 402. Personal property | |
| 103. Settlement charges to borrower (line 1400) | $24.00 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| **Adjustments for items paid by seller in advance** | | **Adjustments for items paid by seller in advance** | |
| 106. City/town taxes 11/04/2008 to 12/31/2008 | $411.49 | 406. City/town taxes 11/04/2008 to 12/31/2008 | $411.49 |
| 107. County taxes 11/04/2008 to 12/31/2008 | $518.39 | 407. County taxes 11/04/2008 to 12/31/2008 | $518.39 |
| 108. Assessments to | | 408. Assessments to | |
| 109. School Taxes 11/04/08-12/31/08 | $767.03 | 409. School Taxes 11/04/08-12/31/08 | $767.03 |
| 110. | | 410. | |
| 111. | | 411. | |
| 112. | | 412. | |
| **120. Gross Amount Due From Borrower** | $427,970.91 | **420. Gross Amount Due To Seller** | $427,946.91 |
| **200. Amounts Paid By Or In Behalf Of Borrower** | | **500. Reductions In Amount Due To Seller** | |
| 201. Deposit or earnest money | $1,000.00 | 501. Excess deposit (see instructions) | |
| 202. Principal amount of new loan(s) | | 502. Settlement charges to seller (line 1400) | $13,540.06 |
| 203. Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| 204. | | 504. Payoff of first mortgage loan | |
| 205. | | 505. Payoff of second mortgage loan | |
| 206. | | 506. | |
| 207. | | 507. | |
| 208. | | 508. | |
| 209. | | 509. | |
| **Adjustments for items unpaid by seller** | | **Adjustments for items unpaid by seller** | |
| 210. City/town taxes to | | 510. City/town taxes to | |
| 211. County taxes to | | 511. County taxes to | |
| 212. Assessments to | | 512. Assessments to | |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| **220. Total Paid By/For Borrower** | $1,000.00 | **520. Total Reduction Amount Due Seller** | $13,540.06 |
| **300. Cash At Settlement From/To Borrower** | | **600. Cash At Settlement To/From Seller** | |
| 301. Gross amount due from borrower (line 120) | $427,970.91 | 601. Gross amount due to seller (line 420) | $427,946.91 |
| 302. Less amount paid by/for borrower (line 220) | ( $1,000.00 ) | 602. Less reductions in amt. due seller (line 520) | ( $13,540.06 ) |
| **303. Cash** ☒ **From** ☐ **To Borrower** | $426,970.91 | **603. Cash** ☒ **To** ☐ **From Seller** | $414,406.85 |

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

**L. Settlement Charges**

| | | | Paid From Borrowers Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|---|---|---|---|
| **700. Total Sales/Broker's Commission based on price $** | @ | %= | | |
| Division of Commission (line 700) as follows: | | | | |
| 701. $ | to | | | |
| 702. $ | to | | | |
| 703. Commission paid at Settlement | | | | |
| 704. | | | | |
| **800. Items Payable In Connection With Loan** | | | | |
| 801. Loan Origination Fee | % | | | |
| 802. Loan Discount | % | | | |
| 803. Appraisal Fee | to | | | |
| 804. Credit Report | to | | | |
| 805. Lender's Inspection Fee | | | | |
| 806. Mortgage Insurance Application Fee to | | | | |
| 807. Assumption Fee | | | | |
| 808. | | | | |
| 809. | | | | |
| 810. | | | | |
| 811. | | | | |
| 812. | | | | |
| 813. | | | | |
| 814. | | | | |
| 815. | | | | |
| 816. | | | | |
| 817. | | | | |
| 818. | | | | |
| 819. | | | | |
| 820. | | | | |
| **900. Items Required By Lender To Be Paid In Advance** | | | | |
| 901. Interest from *11/04/2008* to *12/01/2008* @$ | | /day | | |
| 902. Mortgage Insurance Premium for | | months to | | |
| 903. Hazard Insurance Premium for | | years to | | |
| 904. | | years to | | |
| 905. | | | | |
| **1000. Reserves Deposited With Lender** | | | | |
| 1001. Hazard insurance | months @$ | per month | | |
| 1002. Mortgage insurance | months @$ | per month | | |
| 1003. City property taxes | months @$ | per month | | |
| 1004. County property taxes | months @$ | per month | | |
| 1005. Annual assessments | months @$ | per month | | |
| 1006. | months @$ | per month | | |
| 1007. | months @$ | per month | | |
| 1008. | months @$ | per month | | |
| 1009. Aggregate Accounting Escrow Adjustment | | | | |
| **1100. Title Charges** | | | | |
| 1101. Settlement or closing fee | to | | | |
| 1102. Abstract or title search | to | | | |
| 1103. Title examination | to | | | |
| 1104. Title insurance binder | to | | | |
| 1105. Document preparation | to | | | |
| 1106. Notary fees | to | | | |
| 1107. Attorney's fees | to *Atlas & Hall, L.L.P. (POC)* | | | |
| (includes above items numbers: ) | | | | |
| 1108. Title insurance | to *Valley Land Title Co.* | | | *$2,585.00* |
| (includes above items numbers: ) | | | | |
| 1109. Lender's coverage | $ | | | |
| 1110. Owner's coverage | $ | | | |
| 1111. *Policy Guaranty Fee to Valley Land Title* | | | | *$5.00* |
| 1112. | | | | |
| 1113. | | | | |
| **1200. Government Recording and Transfer Charges** | | | | |
| 1201. Recording fees: Deed $ *$24.00* | ; Mortgage $ | ; Releases $ | *$24.00* | |
| 1202. City/county tax/stamps: Deed $ | ; Mortgage $ | | | |
| 1203. State tax/stamps: Deed $ | ; Mortgage $ | | | |
| 1204. | | | | |
| 1205. | | | | |
| **1300. Additional Settlement Charges** | | | | |
| 1301. Survey to | | | | |
| 1302. Pest inspection to | | | | |
| 1303. *Hidalgo County Property Tax Service* | | | | *$54.13* |
| 1304. *2008 Real Property Taxes* | | | | *$10,895.93* |
| 1305. | | | | |
| 1306. | | | | |
| 1307. | | | | |
| **1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)** | | | *$24.00* | *$13,540.06* |

# Certification

(continued from HUD-1)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

County of Hidalgo

Borrower: By: _____ Date: _____

J. D. Salinas, III, County Judge

Seller or Agent: _____ Date: _____

San Juanita C. Guzman

Attest: _____

Arturo Guajardo, Jr., County Clerk

The HUD-1 Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

_____ Date: _____ Settlement Agent: _____ Date: _____

Stephen L. Crain

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

# ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas & Hall, L.L.P. has assembled the information for this closing statement from third parties utilizing the best information available; however, Atlas & Hall, L.L.P. cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Atlas & Hall, L.L.P. in McAllen, Texas such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;

(3) interest on any indebtedness was calculated to the date indicated on the closing statement, and if the indebtedness is not paid by the date shown on the closing statement additional interest will have to be collected from the party responsible for payment of the debt;

(4) all prorations concerning this transaction were based on figures supplied by others for the preceding year or were estimates for the current year, and any adjustments must be made directly between the parties to this transaction;

(5) according to information obtained by Atlas & Hall, L.L.P. from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction;

(6) Atlas & Hall, L.L.P. may be required to report certain information concerning this transaction to the Internal Revenue Service;

(7) the lender involved in this transaction may be furnished a copy of this closing statement; and

(8) Atlas & Hall, L.L.P. is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Dated: November 4, 2008

**SELLER:**

_____

SAN JUANITA C. GUZMAN

**BUYER:**

COUNTY OF HIDALGO

By:_____

J. D. Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr.,
County Clerk

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

ATLAS & HALL, L.L.P.

By:_____ Dated November 4, 2008

Stephen L. Crain, Settlement Agent

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code §1001 and §1010.

**AI-12147** **13.C.**

**Approval of Roadway Affidavits**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Sandra Garcia, RIGHT OF WAY DEPT. |
| **Submitted For:** | Joe Pena |
| **Department:** | RIGHT OF WAY DEPT. |
| **Agenda Category:** | Right of Way |

## Information

**CAPTION**

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

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact at this time.

## Attachments

Link: Kantunil Avenue

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 07:53 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/06/2008 01:16 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:40 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Sandra Garcia — Started On: 11/05/2008 04:15 PM

Final Approval Date: 11/07/2008

# Affidavit
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **SAUL RAMIREZ,** who being before me here and now duly swears upon oath and says:

My name is **SAUL RAMIREZ** my address is P.O. Box 612 Penitas, Texas 78576. I have been employed by Hidalgo County Precinct No. 3 since 1994 to the present. I have known Kantunil Avenue to be open to the public and maintained by the County on and off and on an as needed basis by the Hidalgo County Pct. # 3 since 1994.

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Saul Ramirez This 30th day of October, 2008.

Notary Public, State of Texas

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

# Declaración Jurídica

Estado de Texas

Condado de Hidalgo

Ante mí, la autoridad abajo firmante, en este día apareció personalmente María Alicia Sanchez que es ante mí ahora, juro y dijo lo siguiente:

1. Yo, María Alicia Sanchez, fecha de nacimiento, 8/8/86, quien radico: _____.
2. Yo, siendo el propietario de Lote 17, en la Colonia Citrus Shadow en Alton, Texas, a continuación certifico que he radicado en esta vecindad por los últimos 12 yr años.
3. Yo certifico que la Calle ~~Juárez~~ Kantunil ha sido mantenida, como ha sido necesario, por el Condado de Hidalgo, Precinto No. 3.

Ante la declaración, estoy de acuerdo con la dedicación de la calle ha el Condado de Hidalgo.

Mª Alicia Sanz
Propietario

_____
Propietario

MANUSCRITO Y JURADO ante mí, el 7th dia de March, 2008

_____
Notario Público para el Estado de Texas

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

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 14: Philips Properties

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 17, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Philips Properties, recorded in Document No. 401923, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Southeast corner of said Lot 17, THENCE N 08° 33' 06" E, along the East line of said Lot 17, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract and the **POINT OF BEGINNING;**

**THENCE** N 81° 26' 54" W, a distance of 129.60 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of tract deeded to Samuel Rodriguez, recorded in Document No. 489179, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Rodriguez tract, a distance of 15.00 feet to a nail set on the Northwest corner of said Lot 17, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, along the North line of said lot 17, a distance of 129.60 feet, for the northeast corner of this tract;

**THENCE** S 08° 33' 06" W, a distance of 15.00 feet to the **POINT OF BEGINNING,** containing 0.04 of one acre of land, more or less.

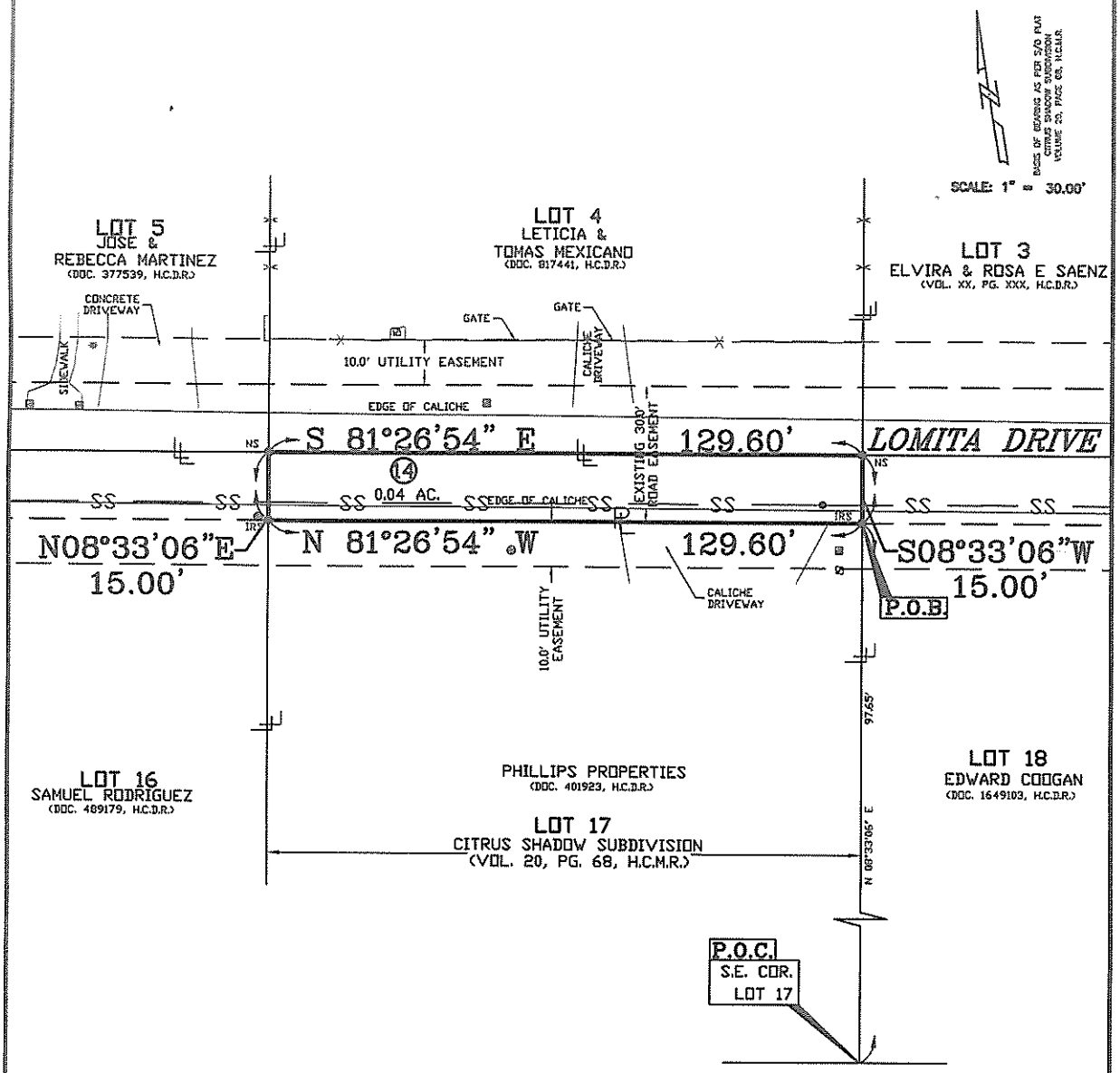
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

**Carlos Vasquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 14

## PLAT SHOWING 0.04 ACRE OUT OF LOT 17, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: PHILIPS PROPERTIES**

**(DOC. No. 401923, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- = PROPERTY LINE
- = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- MB = MAIL BOX
- = CEDAR FENCE
- = CHAIN LINK FENCE
- = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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



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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **IRENE GARZA** who being before me here and now duly swears upon oath and says:

I **IRENE GARZA** DATE OF BIRTH April 2, '44
RESIDING AT

I, being the property owner of Lot # 11 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 3 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 1/2004.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Irene Garza
Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Irene Garza this 25th day of Oct 2007.

Jaime Salinas
Notary Public, State of Texas

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

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.03 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

LAND SURVEYORS L.L.C.

Parcel 2: City of Alton, Texas

A tract of land containing 0.03 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 11, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.03 of one acre of land also being a part or portion of land deeded to The City of Alton, Texas, recorded in Document No. 1425898, H.C.D.R., and said 0.03 of one acre being more particularly described as follows;

**COMMENCING** on the Southeast corner of said Lot 11, THENCE N 08° 33' 06" E, along the East line of said Lot 11, a distance of 72.65 feet to an iron rod found for a point of curvature on the southeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE** along said curve to the right, with a radius of 40.00 feet, an interior angle of 90° 00' 00", an arc length of 62.83 feet, a tangent of 40.00 feet and a chord that bears N 36° 26' 54" W, a distance of 56.57 feet to a nail set on the North line of said Lot 11, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, along the North line of said Lot 11, a distance of 40.00 feet to a nail found, for northeast corner of this tract;

**THENCE** S 08° 33' 06" W, along the East line of said Lot 11, a distance of 40.00 feet to the **POINT OF BEGINNING**, containing 0.03 of one acre of land, more or less.

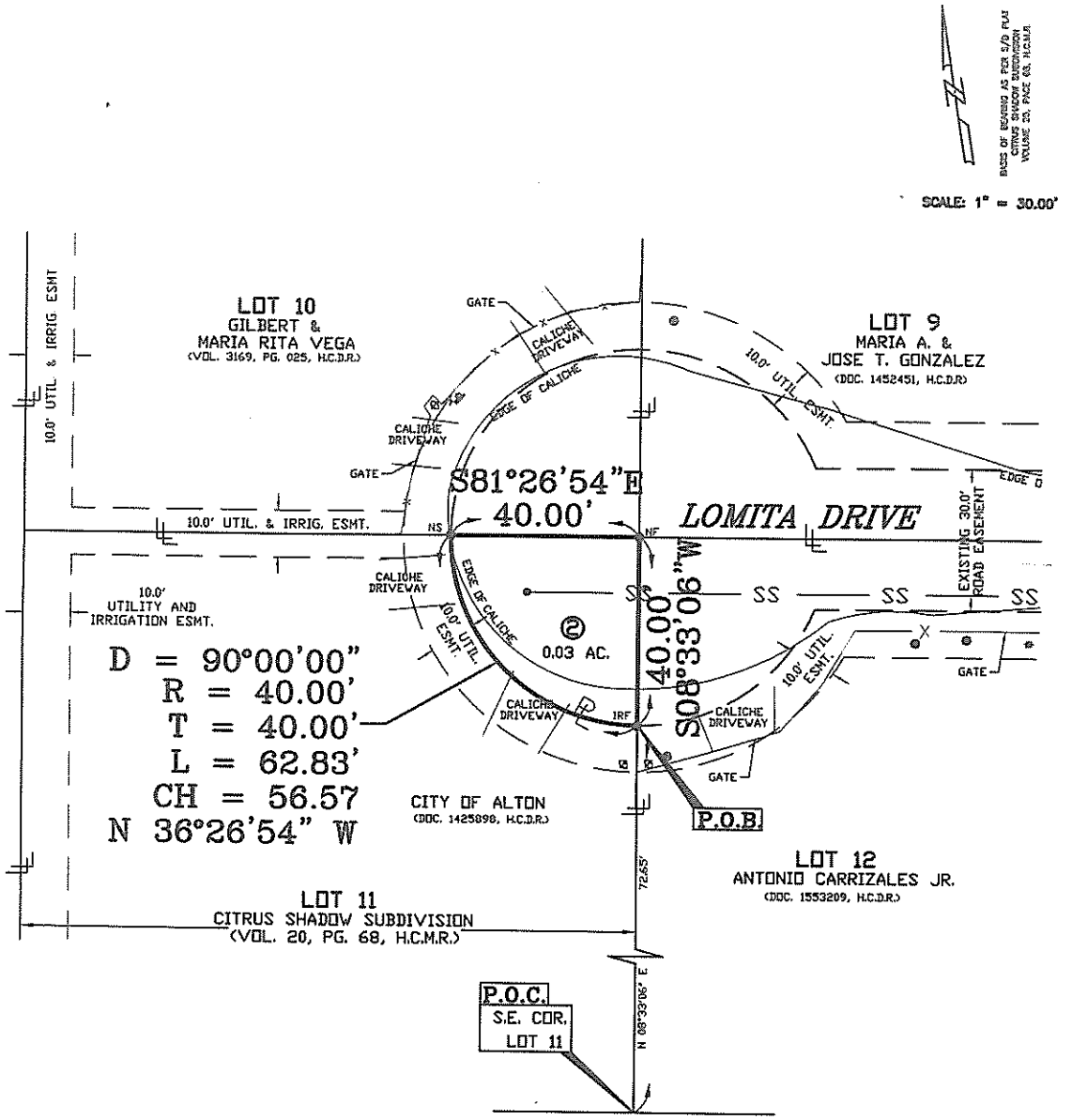
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 2

## PLAT SHOWING 0.03 ACRE OUT OF LOT 11, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: CITY OF ALTON TEXAS**

**(DOC. No. 1425898, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- —//— = CEDAR FENCE
- — x — = CHAIN LINK FENCE
- — □ — = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY

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

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1568

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **GILBERT VEGA** who being before me here and now duly swears upon oath and says:

I **GILBERT VEGA** DATE OF BIRTH 2-28-56
RESIDING AT RR 1 Box 2150 Mission, Texas

I, being the property owner of Lot # 10 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 18 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 1997.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Gilberto Vega
Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Gilberto Vega this 25th day of Oct 2007.

Jaime Salinas
Notary Public, State of Texas

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

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.03 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 1: Gilbert and Maria Rita Vega

A tract of land containing 0.03 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 10, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.03 of one acre of land also being a part or portion of land deeded to Gilbert and Maria Rita Vega, recorded in Volume 3169, Page 025, H.C.D.R., and said 0.05 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 10, THENCE S 08° 33' 06" W, along the East line of said Lot 10, a distance of 72.65 feet to an iron rod found, for the northeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE** S 08° 33' 06" W, continuing along the East line of said Lot 10, a distance of 40.00 feet to a nail found on the Southeast corner of said Lot 10, for the southeast corner of this tract;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 10, a distance of 40.00 feet to a nail set, for a point of curvature and the southwest corner of this tract;

**THENCE** along said curve to the right, with a radius of 40.00 feet, an interior angle of 90° 00' 00", an arc length of 62.83 feet, a tangent of 40.00 feet and a chord that bears N 53° 33' 06" E, a distance of 56.57 feet to the **POINT OF BEGINNING**, containing 0.04 of one acre of land, more or less.

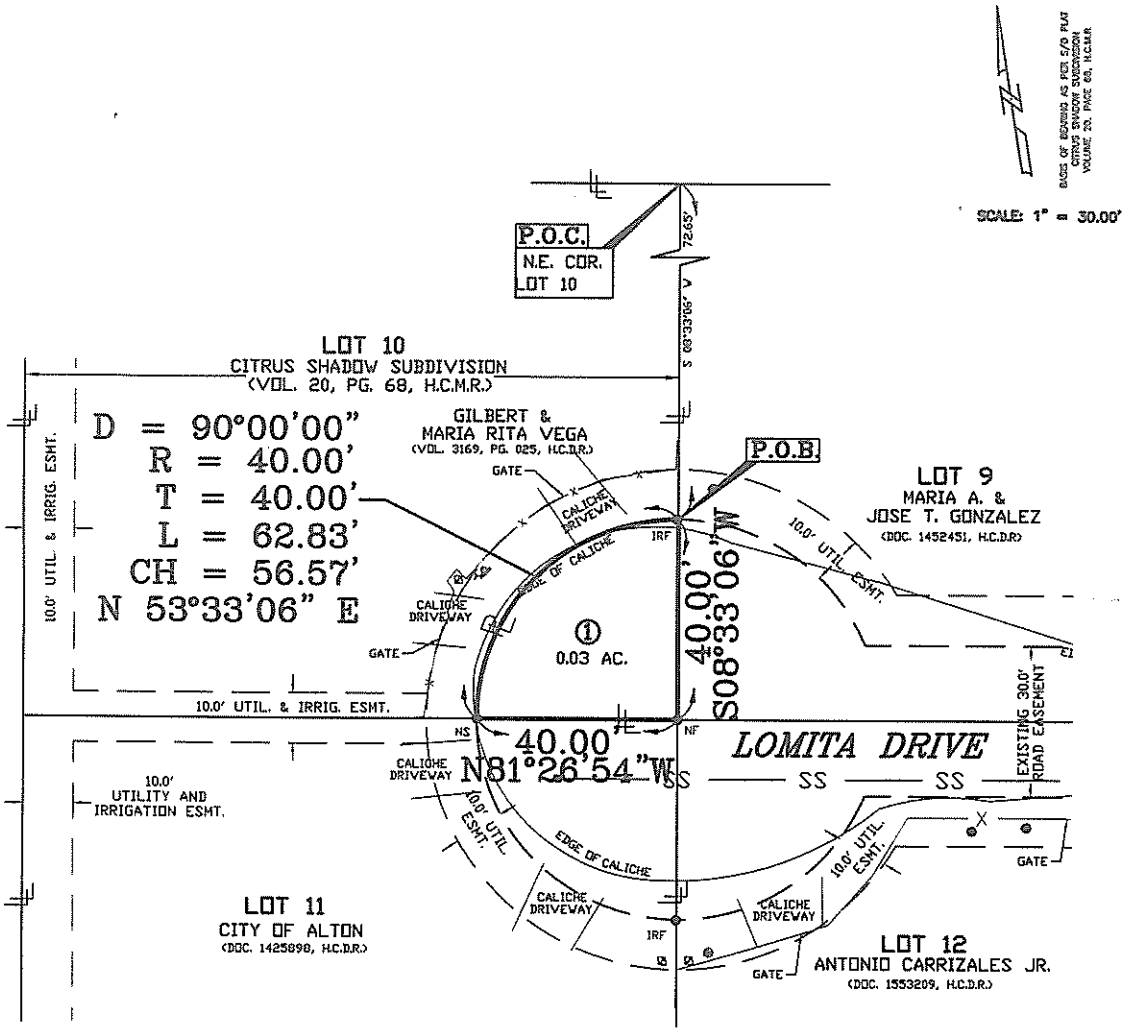
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vasquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 1

## PLAT SHOWING 0.03 ACRE OUT OF LOT 10, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: GILBERT AND MARIA RITA VEGA**
**(VOL. 3169, PG. 025, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- ⋈ = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- MB = MAIL BOX
- —)—)— = CEDAR FENCE
- —x—x— = CHAIN LINK FENCE
- —□— = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1531
FAX (956) 618-1547
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

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

JOB No.: 070829

# Declaración Jurídica

Estado de Texas

Condado de Hidalgo

Ante mí, la autoridad abajo firmante, en este día apareció personalmente Rosa M. Rivera que es ante mí ahora, juro y dijo lo siguiente:

1. Yo, Rosa M. Rivera, fecha de nacimiento, 04/04/58, quien radico: 2203 E. Kantunil Ave.
2. Yo, siendo el propietario de Lote 8, en la Colonia Citrus Shadows Subdivision en Alton, Texas, a continuación certifico que he radicado en esta vecindad por los últimos 16 años.
3. Yo certifico que la Calle Kantunil ha sido mantenida, como ha sido necesario, por el Condado de Hidalgo, Precinto No. 3.

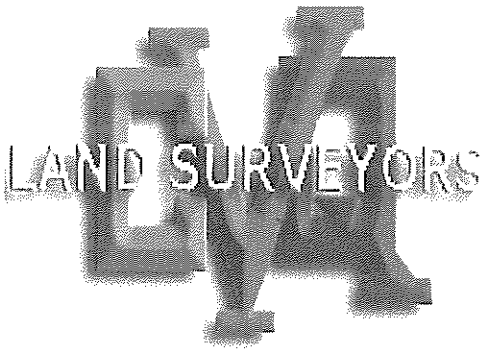
Ante la declaración, estoy de acuerdo con la dedicación de la calle ha el Condado de Hidalgo.

Rosa Maria Rivera.
Propietario – Rosa M. Rivera

MANUSCRITO Y JURADO ante mí, el 25th dia de Octubre, 2007.

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

Notario Público para el Estado de Texas




Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 5: German and Rosa M. Rivera

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 8, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to German and Rosa M. Rivera, recorded in Volume 3384, Page 793, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 8, THENCE S 08° 33' 06" W, along the East line of said Lot 8, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING;**

**THENCE** S 08° 33' 06" W, continuing along the East line of said Lot 8, a distance of 15.00 feet to a nail set on the Southeast corner of said Lot 8, for the southeast corner of this tract;

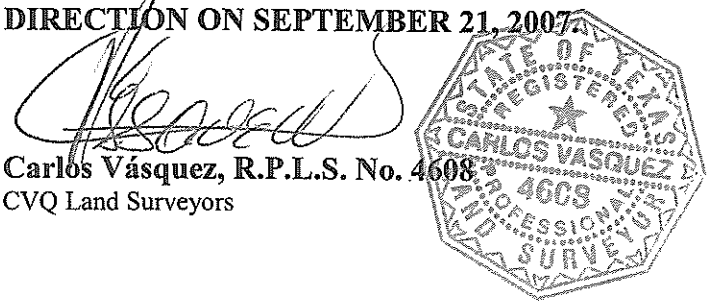
**THENCE** N 81° 26' 54" W, along the South line of said Lot 8, a distance of 129.60 feet to a nail found on the Southeast corner of tract deeded to Maria A. and Jose T. Gonzalez, recorded in Document No. 1452451, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Gonzalez tract, a distance of 15.00 to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 129.60 feet to the **POINT OF BEGINNING,** containing 0.04 of one acre of land, more or less.

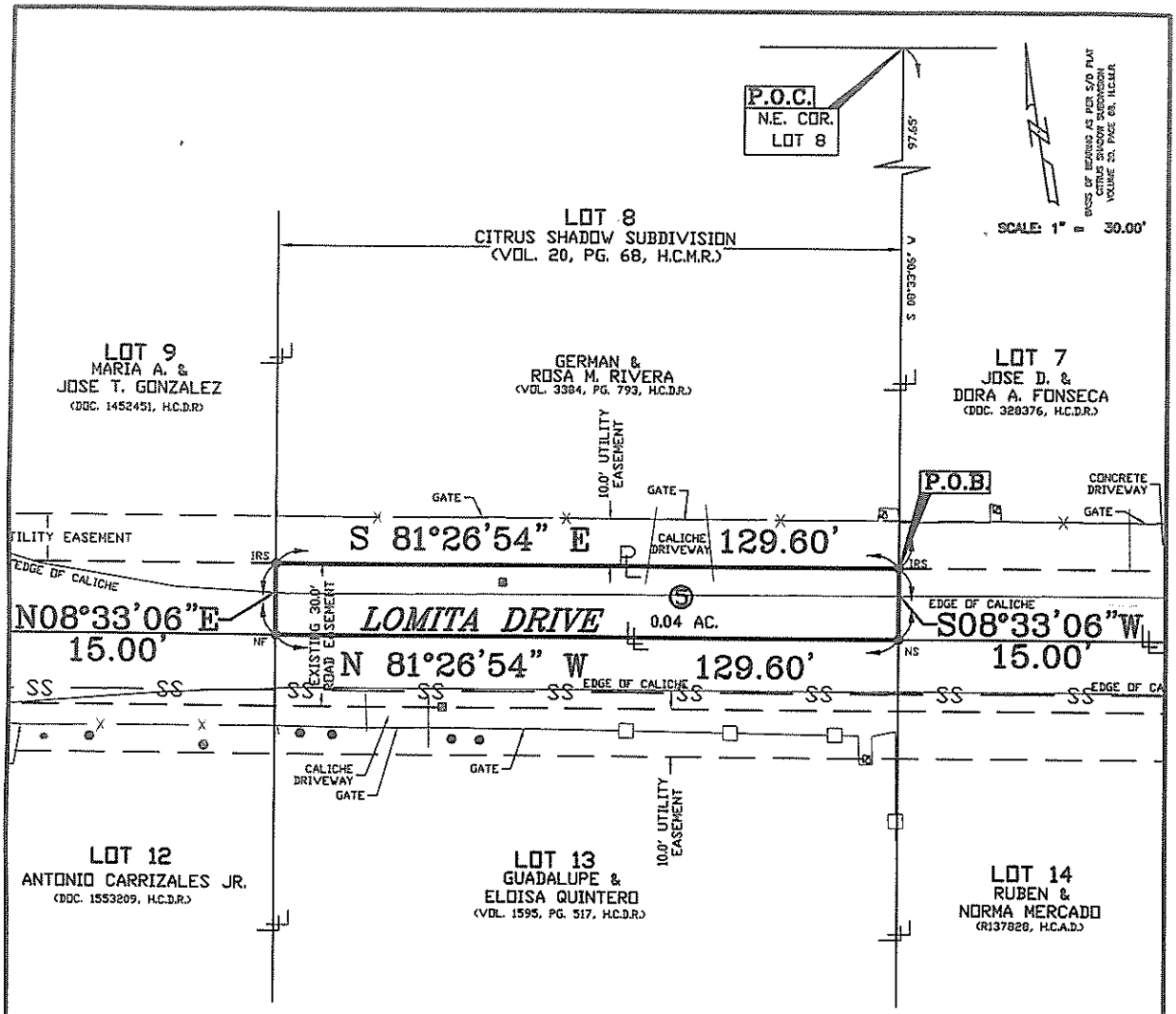
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**




**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 5

## PLAT SHOWING 0.04 ACRE OUT OF LOT 8, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: GERMAN AND ROSA M. RIVERA**

**(VOL. 3384, PG. 793, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- = CEDAR FENCE
- = CHAIN LINK FENCE
- = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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



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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **IDA RODRIGUEZ** who being before me here and now duly swears upon oath and says:

I **IDA RODRIGUEZ** DATE OF BIRTH 12-25-.
RESIDING AT RR 1 Box 2130 Mission, Texas

I, being the property owner of Lot # 6 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 12 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 1996.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Ida Rodriguez
Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Ida Rodriguez this 26th day of October 2007.

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

Jaime Salinas
Notary Public, State of Texas

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 9: Ida Rodriguez

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 6, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Ida Rodriguez, recorded in Document No. 571905, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 6, THENCE S 08° 33' 06" W, along the East line of said Lot 6, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE** S 08° 33' 06" W, continuing along the East line of said Lot 6, a distance of 15.00 feet to a nail set on the Southeast corner of said Lot 6, for the southeast corner of this tract;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 6, a distance of 129.60 feet to a nail found on the Southeast corner of tract deeded to Jose D. and Dora A. Fonseca, recorded in Document No. 328376, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Fonseca tract, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 129.60 feet to the **POINT OF BEGINNING**, containing 0.04 of one acre of land, more or less.

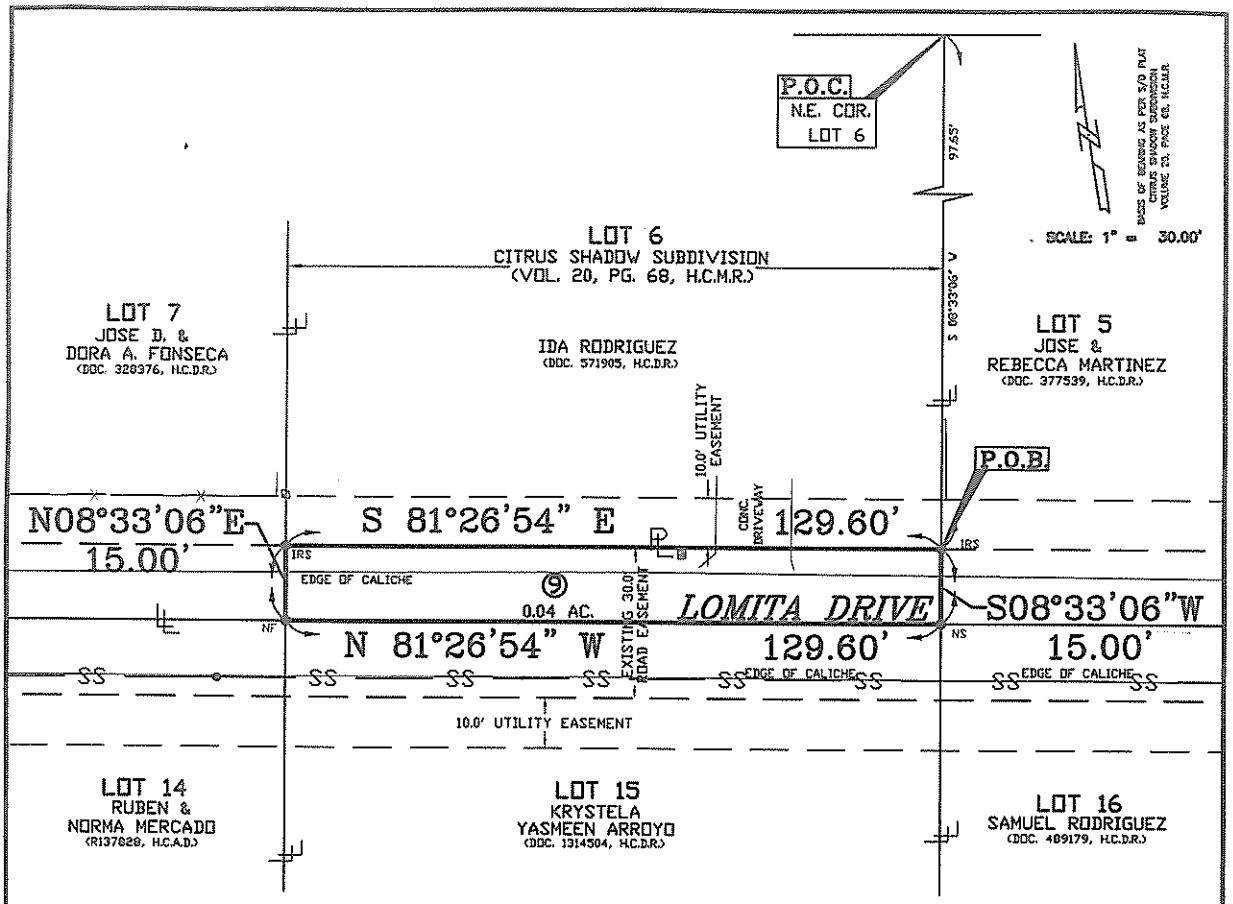
Bearing basis as per **CITRUS SHADOW SUBDIVISION**, recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 9

## PLAT SHOWING 0.04 ACRE OUT OF LOT 6, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: IDA RODRIGUEZ**

**(DOC. No. 571905, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
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- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- —//— = CEDAR FENCE
- —Y— = CHAIN LINK FENCE
- —□— = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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517 BEAUMONT AVE.
McALLEN, TEXAS 78501
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1508


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **JOSE MARTINEZ** who being before me here and now duly swears upon oath and says:

I **JOSE MARTINEZ** DATE OF BIRTH 07-17-1950.
RESIDING AT 2305 E. Kantunil Ave.

I, being the property owner of Lot # 5 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 11 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 2.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Jose Martinez this 26th day of October 2007.

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

Notary Public, State of Texas

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 11: Jose and Rebecca Martinez

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 5, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Jose and Rebecca Martinez, recorded in Document No. 377539, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 5, THENCE S 08° 33' 06" W, along the East line of said Lot 5, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING;**

**THENCE** S 08° 33' 06" W, continuing along the East line of said Lot 5, a distance of 15.00 feet to the a nail set on the Southeast corner of said Lot 5, for the southeast corner of this tract;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 5, a distance of 129.60 feet to a nail set on the Southeast corner of tract deeded to Ida Rodriguez, recorded in Document No. 571905, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Rodriguez tract, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 129.60 feet to the **POINT OF BEGINNING,** containing 0.04 of one acre of land, more or less.

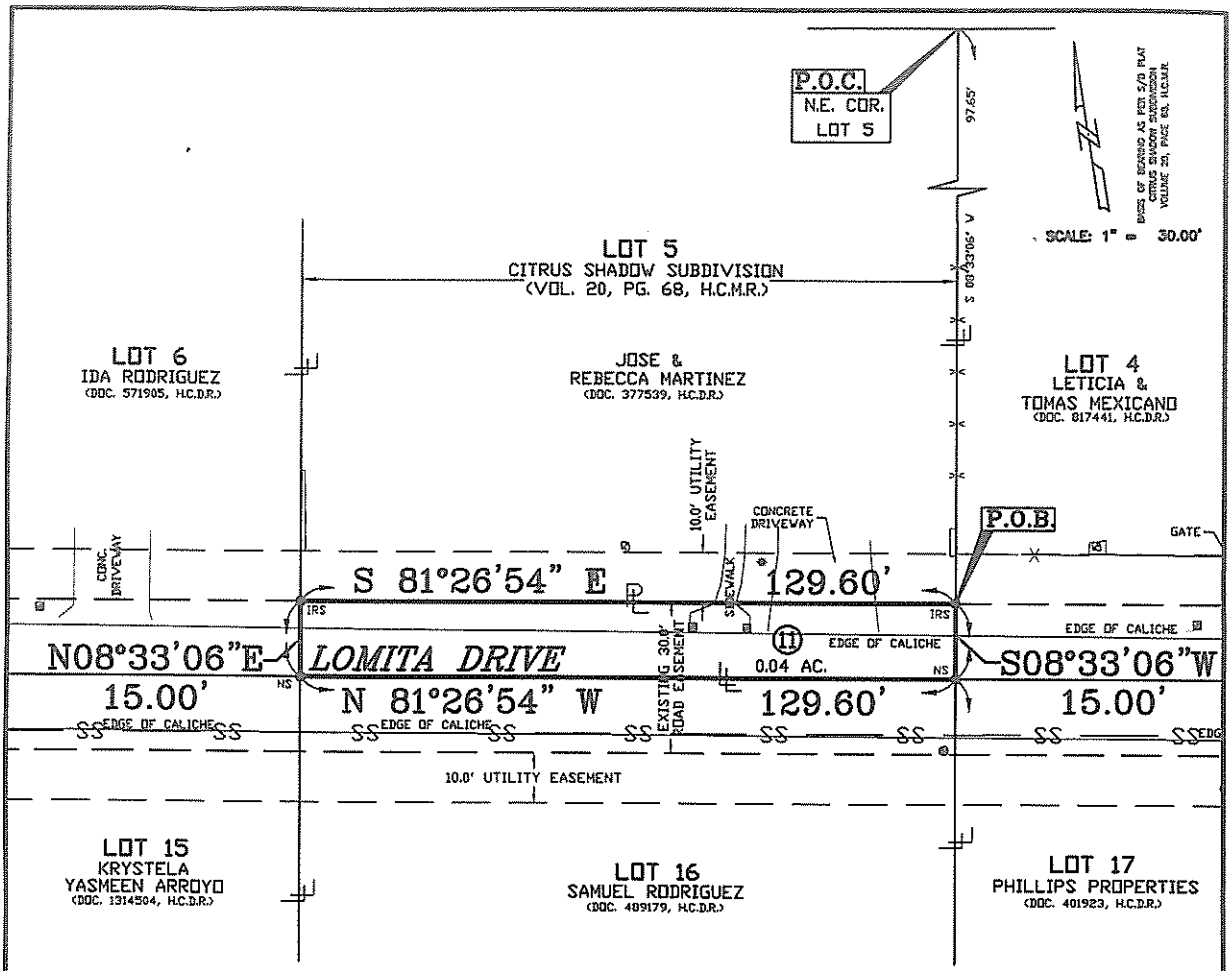
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 11

## PLAT SHOWING 0.04 ACRE OUT OF LOT 5, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: JOSE AND REBECCA MARTINEZ**

**(DOC. No. 377539, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- = CEDAR FENCE
- = CHAIN LINK FENCE
- = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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



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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **Leticia Barrera** who being before me here and now duly swears upon oath and says:

I **Leticia Barrera** DATE OF BIRTH 7/12/68.
RESIDING AT ~~RR 1 Box 2120~~ 2313 E. Kantunil Ave.

I, being the property owner of Lot # 4 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 14 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 14yrs.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Leticia Barrera
Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Leticia Barrera this 26th day of October 2007.

Jaime Salinas
Notary Public, State of Texas

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

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 13: Leticia and Tomas Mexicano

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 4, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Leticia and Tomas Mexicano, recorded in Document No. 817441, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 4, THENCE S 08° 33' 06" W, along the East line of said Lot 4, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE** S 08° 33' 06" W, along the East line of said Lot 4, a distance of 15.00 feet to a nail set on the Southeast corner of said Lot 4, for the southeast corner of this tract;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 4, a distance of 129.60 feet to a nail set on the Southeast corner of tract deeded to Jose and Rebecca Martinez, recorded in Document No. 377539, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Martinez tract, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 129.60 feet to the **POINT OF BEGINNING**, containing 0.04 of one acre of land, more or less.

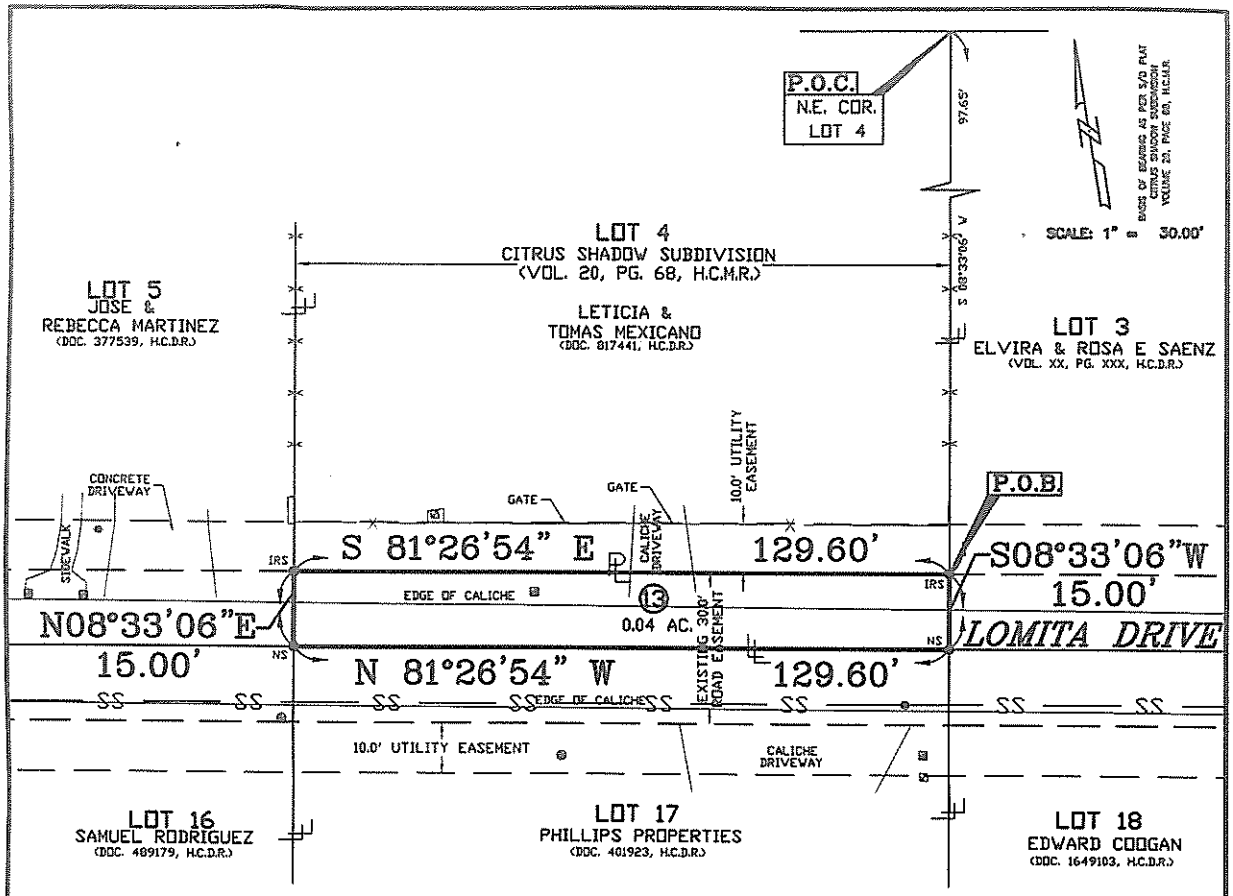
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 13
# PLAT SHOWING 0.04 ACRE OUT OF LOT 4, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: LETICIA AND TOMAS MEXICANO**
**(DOC. No. 817441, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- ⋈ = WATER VALVE
- ⊕ = SIGN
- ◉ = SANITARY SEWER MANHOLE
- ▣ = WATER METER
- ⌀ = POWER POLE
- —SS— = SANITARY SEWER LINE
- ⊛ = TREE
- ⊛ = PALM TREE
- ● = PINE TREE
- MB = MAIL BOX
- —//— = CEDAR FENCE
- — ‹ — = CHAIN LINK FENCE
- — □ — = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 682-1500


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

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

JOB No. 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **ELVIRA SAENZ** who being before me here and now duly swears upon oath and says:

I **ELVIRA SAENZ** DATE OF BIRTH May 20, 1965.
RESIDING AT 2321 E. Kantunil Ave

I, being the property owner of Lot # 3 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 18 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 1989.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Elvira Saenz
Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said Elvira Saenz this 26th day of October 2007.

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

Jaime Salinas
Notary Public, State of Texas

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 15: Elvira and Rosa E. Saenz

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 3, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Elvira and Rosa E. Saenz, recorded in Document No. R137817, H.C.A.D., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 3, THENCE S 08° 33' 06" W, along the East line of said Lot 3, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING;**

**THENCE** S 08° 33' 06" W, continuing along the East line of said Lot 3, a distance of 15.00 feet to a nail set on the Southeast corner of said Lot 3, for the southeast corner of this tract;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 3, a distance of 129.60 feet to a nail set on the Southeast corner of tract deeded to Leticia and Tomas Mexicano, recorded in Document No. 817441, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Mexicano tract, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 129.60 feet to the **POINT OF BEGINNING,** containing 0.04 of one acre of land, more or less.

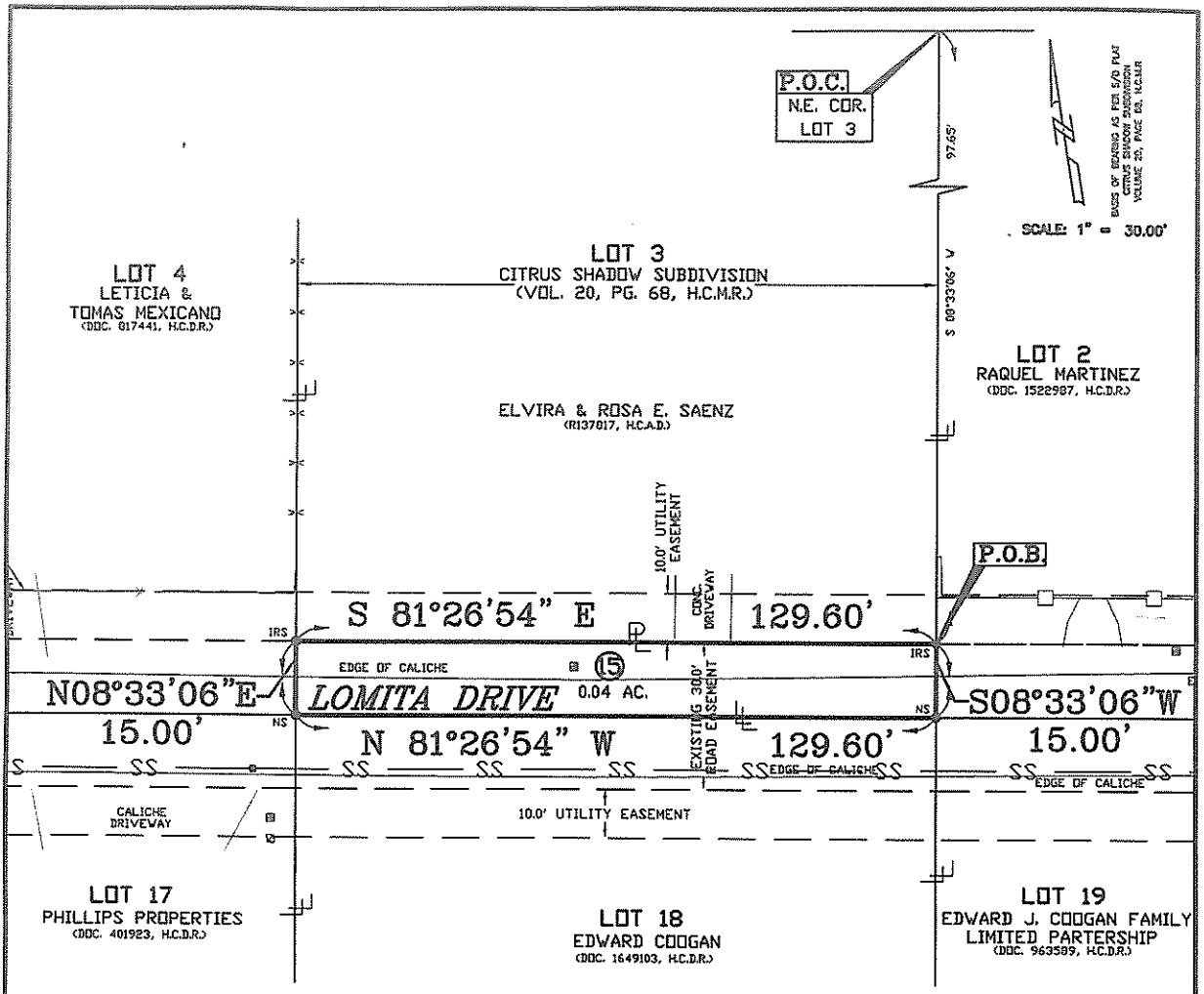
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 15

## PLAT SHOWING 0.04 ACRE OUT OF LOT 3, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: ELVIRA AND ROSA E. SAENZ**

**(R137817, H.C.A.D.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- MB = MAIL BOX
- = CEDAR FENCE
- = CHAIN LINK FENCE
- = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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



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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **RAQUEL MARTINEZ** who being before me here and now duly swears upon oath and says:

I **RAQUEL MARTINEZ** DATE OF BIRTH 01-06-1971.
RESIDING AT 2401 E. Kantunil Ave

I, being the property owner of Lot # 2 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 2 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 2005.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Raquel Martinez this 26th day of October 2007.

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

Notary Public, State of Texas

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 17: Raquel Martinez

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 2, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Raquel Martinez, recorded in Document No. 1522987, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Northeast corner of said Lot 2, THENCE S 08° 33' 06" W, along the East line of said Lot 2, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE** S 08° 33' 06" W, continuing along the East line of said Lot 2, a distance of 15.00 feet to a nail set on the Southeast corner of said Lot 2, for the southeast corner of this tract;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 2, a distance of 129.60 feet to a nail set on the Southeast corner of tract deeded to Elvira and Rosa E. Saenz, recorded in Document No. R137817, H.C.A.D., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Saenz tract, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 129.60 feet to the **POINT OF BEGINNING**, containing 0.04 of one acre of land, more or less.

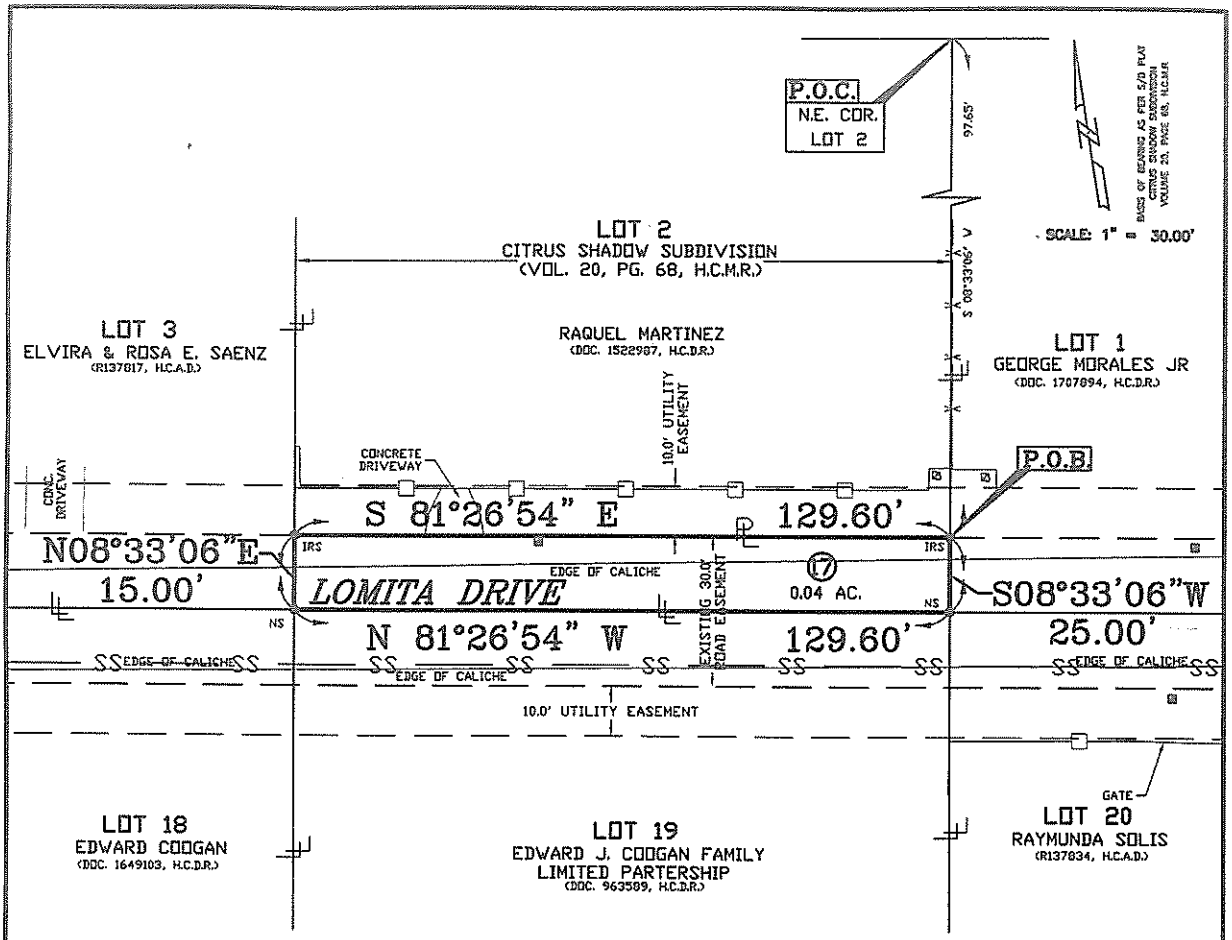
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vásquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 17

## PLAT SHOWING 0.04 ACRE OUT OF LOT 2, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: RAQUEL MARTINEZ**

**(DOC. No. 1522987, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- = PROPERTY LINE
- = LOT LINE
- NS = NAIL SET
- = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- SS = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- = CEDAR FENCE
- = CHAIN LINK FENCE
- = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September, 21, 2007, on the ground under my direction.

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

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **GEORGE JR< MORALES** who being before me here and now duly swears upon oath and says:

I **GEORGE JR, MORALES** DATE OF BIRTH 10/01/64.
RESIDING AT 2409 E. Kantunil Ave

I, being the property owner of Lot # 1 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last 10 years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 10(1997).

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner

Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME,** by the said George Morales Jr.
this 26th day of October 2007.

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

Notary Public, State of Texas

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 19: George Morales Jr.

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 1, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to George Morales Jr., recorded in Document No. 1707894, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Southeast corner of said Lot 1 and the center line of Stewart Road, THENCE N 81° 26' 54" W, along the South line of said Lot 1, a distance of 20.00 feet to a nail set on the West right-of-way of said Stewart Road, for the southeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE** N 81° 26' 54" W, along the South line of said Lot 1, a distance of 109.69 feet to a nail set on the Southeast corner of tract deeded to Raquel Martinez, recorded in Document No. 1522987, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Martinez tract, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, a distance of 84.69 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

**THENCE** N 53° 33' 06" E, a distance of 35.36 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West right-of-way of said Stewart Road, for the northeast corner of this tract;

**THENCE** S 08° 33' 06" W, along the West right-of-way line of said Stewart Road, 40.00 feet to the **POINT OF BEGINNING**, containing 0.04 of one acre of land, more or less.

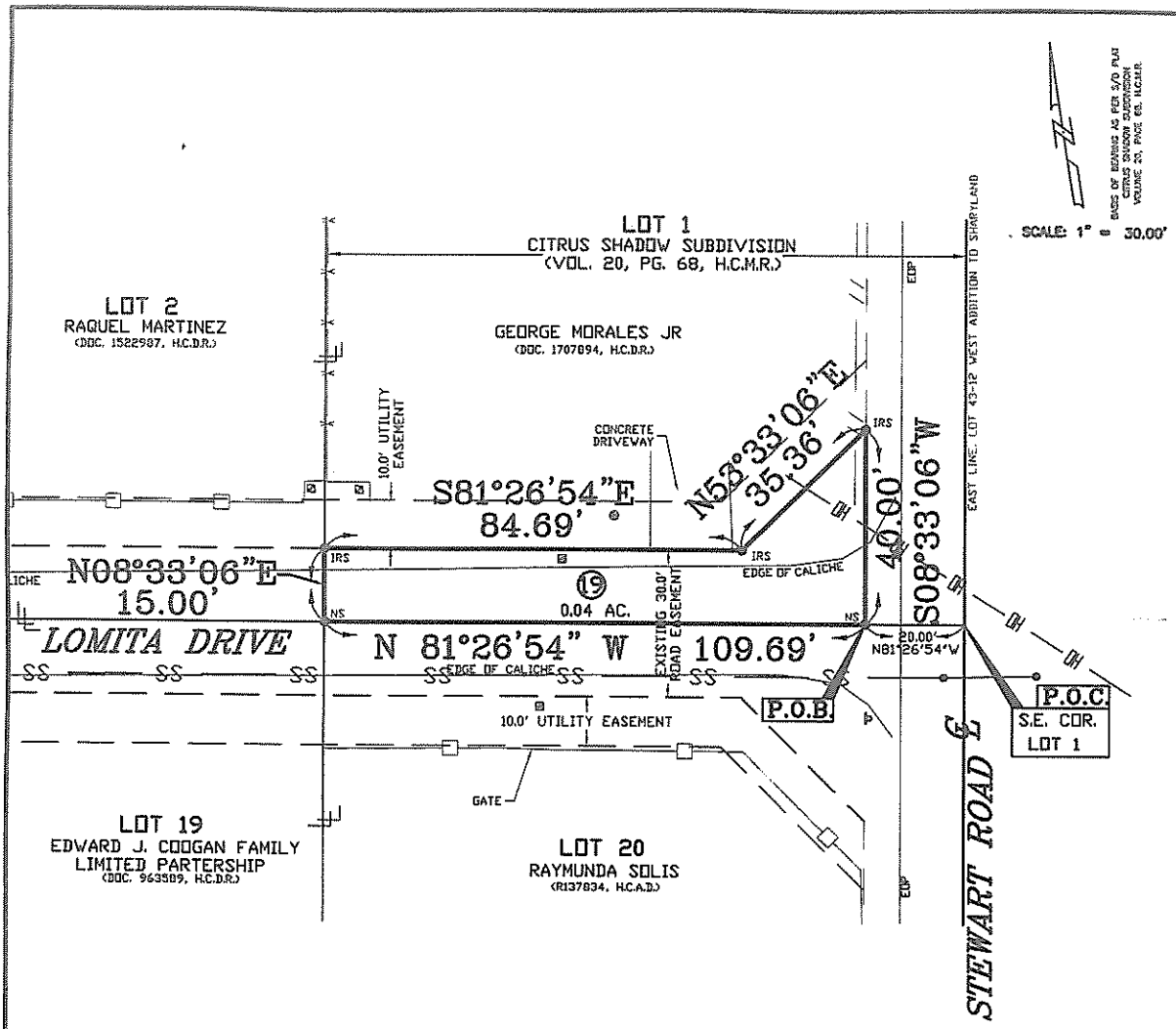
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vasquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 19
## PLAT SHOWING 0.04 ACRE OUT OF LOT 1, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)
**OWNER: GEORGE MORALES JR.**
**(DOC. No. 1707894, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- L = LOT LINE
- NS = NAIL SET
- ⋈ = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- —/—/— = CEDAR FENCE
- —x—x— = CHAIN LINK FENCE
- —O—O— = CONCRETE FENCE
- EOP = EDGE OF PAVEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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



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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

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

JOB No.: 070829

# AFFIDAVIT
## Kantunil Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME,** the undersigned authority, on this day personally appeared **Edward Coogan** who being before me here and now duly swears upon oath and says:

I **Edward Coogan** DATE OF BIRTH _____.
RESIDING AT 10120 N STEWART RD MISSION

I, being the property owner of Lots # 18 and 19 out of Citrus Shadows Subdivision in Alton Texas, further certify that I have resided at this location for the last_____years.

I, certify that Kantunil Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 1998.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Edward Coogan
Property Owner

_____
Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Edward Coogan this 5th day of November 2008.

_____
Notary Public, State of Texas

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
03-06-2009

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

# METES AND BOUNDS DESRIPTION
# 0.04 ACRE OF LAND
# CITRUS SHADOW SUBDIVISION
# HIDALGO COUNTY, TEXAS

Parcel 16: Edward Coogan

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 18, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Edward Coogan, recorded in Document No. 1649103, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Southeast corner of said Lot 18, THENCE N 08° 33' 06" E, along the East line of said Lot 18, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract and the **POINT OF BEGINNING;**

**THENCE** N 81° 26' 54" W, a distance of 129.60 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of tract deeded to Philips Properties, recorded in Document No. 401923, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Philips Properties tract, a distance of 15.00 feet to a nail set on the Northwest corner of said Lot 18, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, along the North line of said Lot 18, a distance of 129.60 feet to a nail set, for the northeast corner of this tract;

**THENCE** S 08° 33' 06" W, a distance of 15.00 feet to the **POINT OF BEGINNING,** containing 0.04 of one acre of land, more or less.

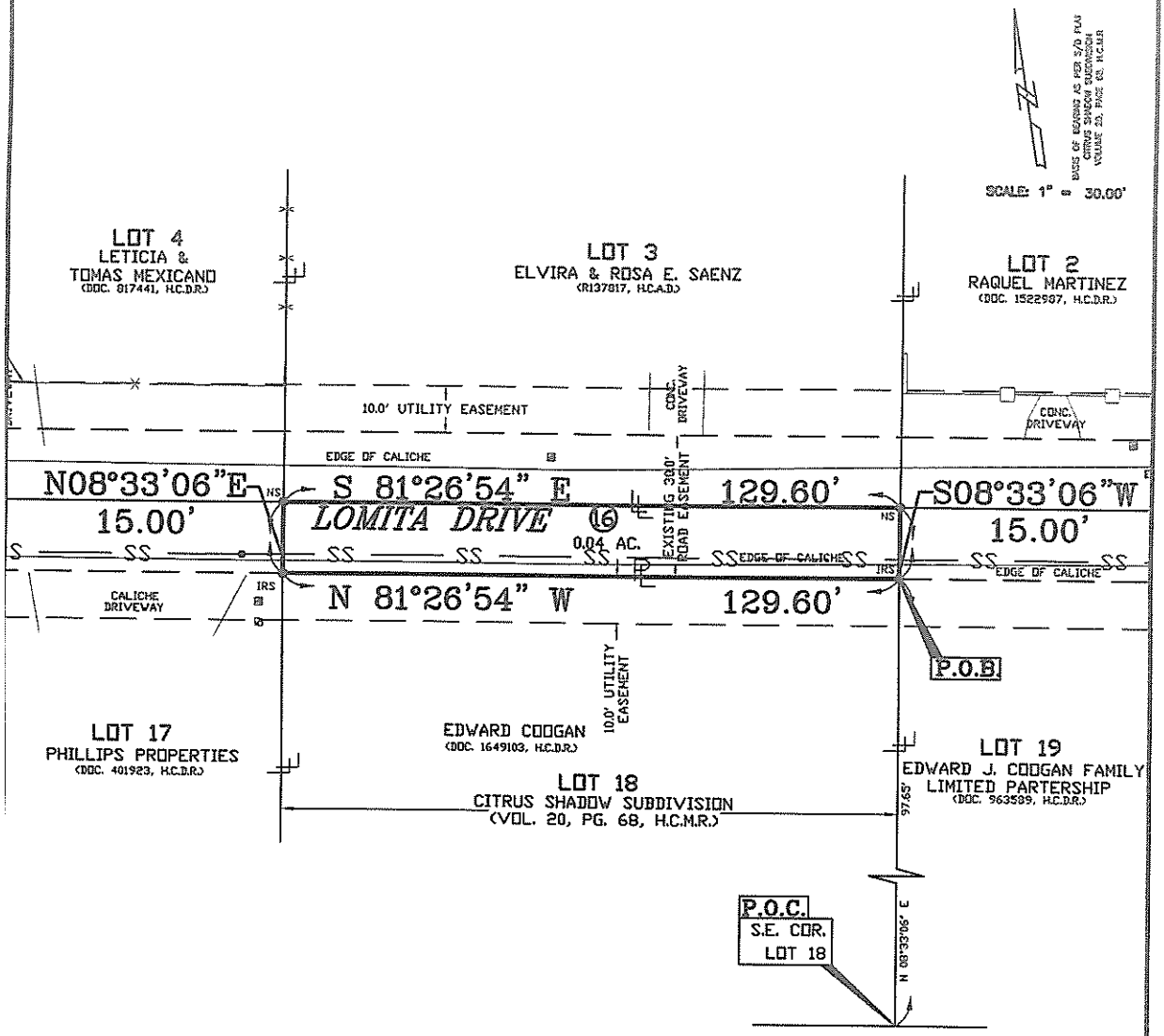
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vasquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 16
# PLAT SHOWING 0.04 ACRE OUT OF LOT 18, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)
## OWNER: EDWARD COOGAN
## (DOC. No. 1649103, H.C.D.R.)

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- ⋈ = WATER VALVE
- = SIGN
- = SANITARY SEWER MANHOLE
- = WATER METER
- = POWER POLE
- —SS— = SANITARY SEWER LINE
- = TREE
- = PALM TREE
- = PINE TREE
- = MAIL BOX
- —/— = CEDAR FENCE
- —x— = CHAIN LINK FENCE
- —□— = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

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

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

JOB No. 070829

LAND SURVEYORS

L.L.C.

Revised: December 14, 2007

**METES AND BOUNDS DESRIPTION**
**0.04 ACRE OF LAND**
**CITRUS SHADOW SUBDIVISION**
**HIDALGO COUNTY, TEXAS**

Parcel 18: Edward J. Coogan Family Limited Partnership

A tract of land containing 0.04 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 19, CITRUS SHADOW SUBDIVISION** map reference Volume 20, Page 68, H.C.M.R., and said 0.04 of one acre of land also being a part or portion of land deeded to Edward J. Coogan Family Limited Partnership, recorded in Document No. 963589, H.C.D.R., and said 0.04 of one acre being more particularly described as follows;

**COMMENCING** on the Southeast corner of said Lot 19, THENCE N 08° 33' 06" E, along the East line of said Lot 19, a distance of 97.65 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract and the **POINT OF BEGINNING;**

**THENCE** N 81° 26' 54" W, a distance of 129.60 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of tract deeded to Edward Coogan, recorded in Document No. 1649103, H.C.D.R., for southwest corner of this tract;

**THENCE** N 08° 33' 06" E, along the East line of said Coogan tract, a of 15.00 feet to a nail set on the northwest corner of said Lot 19, for the northwest corner of this tract;

**THENCE** S 81° 26' 54" E, along the North line of said Lot 19, a distance of 129.60 feet to a nail set, for the northeast corner of this tract;

**THENCE** S 08° 33' 06" W, a distance of 15.00 feet to the **POINT OF BEGINNING,** containing 0.04 of one acre of land, more or less.

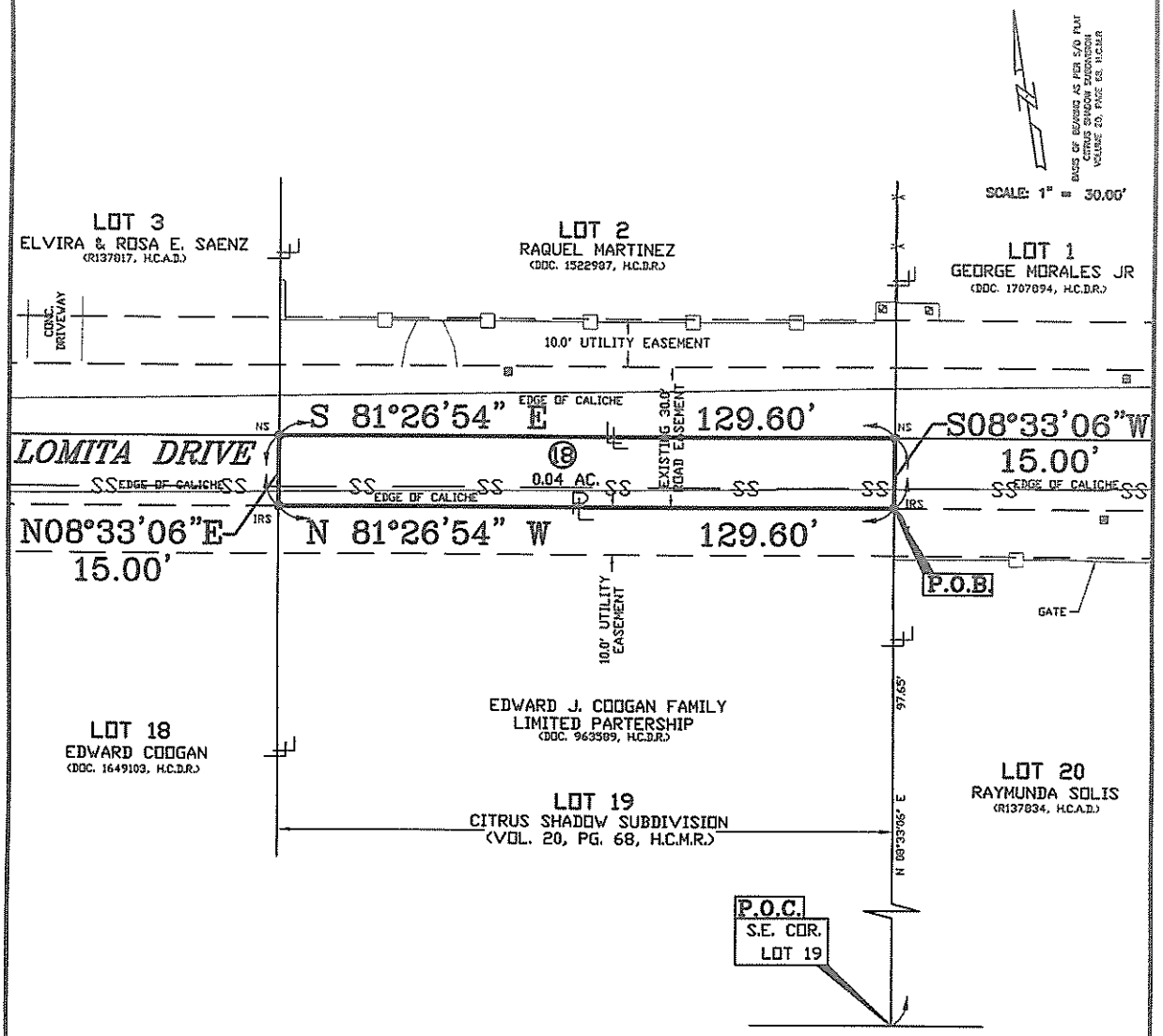
Bearing basis as per **CITRUS SHADOW SUBDIVISION,** recorded in Volume 20, Pages 68, H.C.M.R.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 21, 2007.**

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

**Carlos Vasquez, R.P.L.S. No. 4608**
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547




# PARCEL No. 18

## PLAT SHOWING 0.04 ACRE OUT OF LOT 19, CITRUS SHADOW SUBDIVISION (VOL. 20, PG. 68, H.C.M.R.)

**OWNER: EDWARD J. COOGAN FAMILY LIMITED PARTNERSHIP (DOC. No. 963589, H.C.D.R.)**

LEGEND

- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- NS = NAIL SET
- WV = WATER VALVE
- SIGN = SIGN
- SMH = SANITARY SEWER MANHOLE
- WM = WATER METER
- PP = POWER POLE
- —SS— = SANITARY SEWER LINE
- TREE = TREE
- PALM TREE = PALM TREE
- PINE TREE = PINE TREE
- MB = MAIL BOX
- —/—/— = CEDAR FENCE
- — x — = CHAIN LINK FENCE
- — □ — = CONCRETE FENCE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.A.D. = HIDALGO COUNTY APPRAISAL DISTRICT

SURVEYED DATE: 09/21/07
REVISIONS: 12/14/07 BOUNDARY


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



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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588


SURVEYOR'S CERTIFICATION

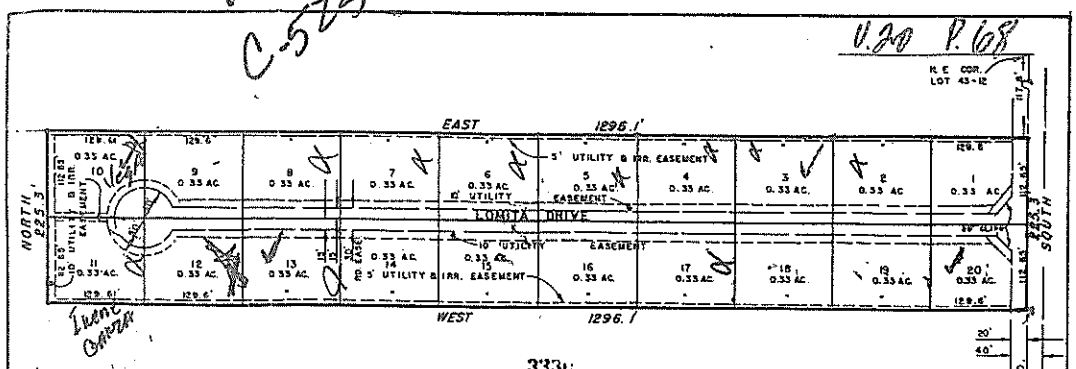
I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 21, 2007, on the ground under my direction.

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

JOB No.: 070829

C-525000

V.20 P.68




# MAP OF
# CITRUS SHADOWS SUBDIVISION
## HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF 6.7 ACRES OUT OF THE SOUTH 20.0 ACRES OF THE NORTH 23.5 ACRES, BEING THE SOUTH 225.3 FEET OF THE NORTH 342.9 FEET OF LOT 43-12 WEST ADDITION TO SHARYLAND HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ACCOMPANYING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Melden

CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
DECEMBER 19, 1977
T.S.P.-64 & 65
JOB NO. 770392

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

KNOW ALL MEN BY THESE PRESENTS:
THAT CITRUS CITY LAKE DEVELOPMENT CORPORATION, ACTING THROUGH ITS VICE PRESIDENT, JOEL CARROLL, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "CITRUS SHADOWS SUBDIVISION" OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY RESERVE THE RIGHT TO GRANT USE OF STREETS, ALLEYS AND EASEMENTS TO SUCH UTILITIES AND SERVICES AS MAY HEREAFTER APPLY TO OWNER FOR SUCH. SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF SUCH UTILITIES OR SERVICES GRANTED SUCH USE AND THE RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

JOEL CARROLL, VICE PRESIDENT
CITRUS CITY LAKE DEVELOPMENT CORP.

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

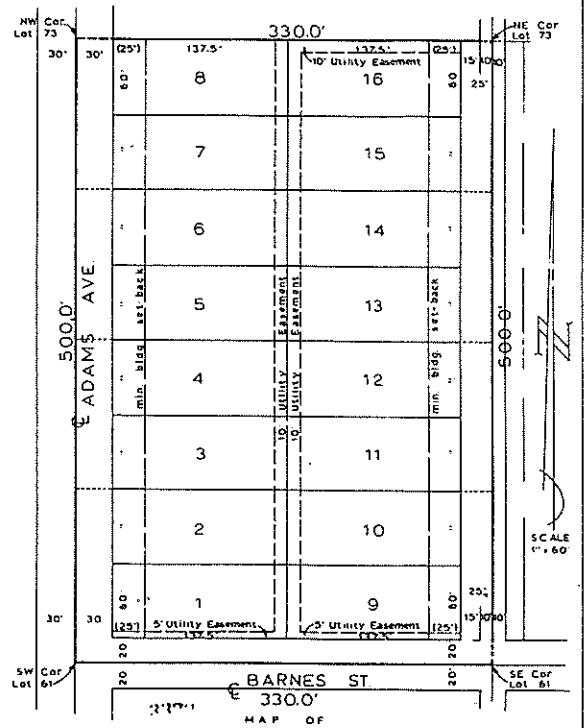
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOEL CARROLL, VICE PRESIDENT OF CITRUS CITY LAKE DEVELOPMENT CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF January A.D., 1978.

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS
My Commission Expires 6-1-79

THIS PLAT APPROVED BY THE CITY OF MISSION PLANNING AND ZONING BOARD ON THIS THE 19 DAY OF January A.D., 1978.

CHAIRMAN

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE




MAP OF
# GAINES SUBDIVISION
BEING A RESUBDIVISION OF LOTS 61, 65, 69 & 73, MISSION ACRES.

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER
DESIGNATED HEREIN AS "GA
TEXAS, AND WHOSE NAME IS
ADOPT AND CONFIRM SAID M
AND TO THE CITY OF MISSI

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNE
APPEARED WILLIAM G. GAIN
NAME IS SUBSCRIBED TO THE
TO ME THAT HE EXECUTED T
AND FOR THE PURPOSES AND
GIVEN UNDER MY HAND AND

I, THE UNDERSIGNED, CHA
OF THE CITY OF MISSION,
HAS CONFORMS TO ALL REQU
THIS CITY WHEREIN MY APP

I, THE UNDERSIGNED, MAYO
CERTIFY THAT THIS SUBDI
THE SUBDIVISION REGULATI
REQUIRED.

ATTEST: Kristen Sa
CITY SECRETARY

FILED FO
AT 2:4

**AI-12150** **13.D.**

**Approval of Payment - Parcel 45 - North I Road**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Sandra Garcia, RIGHT OF WAY DEPT. |
| **Submitted For:** | Joe Pena |
| **Department:** | RIGHT OF WAY DEPT. |
| **Agenda Category:** | Right of Way |

## Information

**CAPTION**

Consideration and approval to purchase a certain tract or parcel of land described as parcel #45 - North "I" Road Project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1315-431-00-124-023-0-711

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

**BUDGETARY IMPACT:**

Available balance $63,940.31 as of 11/6/08.

## Attachments

Link: Parcel 45

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 08:00 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/06/2008 02:38 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:42 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Sandra Garcia Started On: 11/05/2008 04:25 PM

Final Approval Date: 11/07/2008

Website: www.atlashall.com
E-mail: info@atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
816 W PECAN
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL (956) 488-1896
FAX (956) 488-6482

# FAX COVER SHEET

**********

**Important: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law.** If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive the communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

**********

Please deliver the following pages to:

Name: Hidalgo County Right of Way Department
Attention: Joe Peña, Director

Telecopy Number(s): (956) 283-8402
Confirmation Number(s): (956) 283-8134

From: Gregory S. Kazen

Re: Cause No. CCD-0015-D; Hidalgo County, Texas vs. Felix Chavez, Jr. and Hidalgo County Irrigation District No. 2, North Alamo Water Supply Corporation and International Bank of Commerce (As Lienholders); In the County Court at Law No. Four of Hidalgo County, Texas

Total Number of Pages (Including Cover Sheet): 2

Date: November 5, 2008

Sent by: Jessica Time 1:40

MESSAGE:

**Please See Attached.**

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (956) 682-5501, ext. 263.

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W PECAN
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

Website: www.atlashall.com
E-mail: info@atlashall.com

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6462

November 5, 2008

Mr. Joe Pena, Director
Hidalgo County Right-of-Way Department
301 E. State Street
Pharr, Texas 78577

Via Facsimile (956) 283-8402

Re: Cause No. CCD-0015-D; Hidalgo County, Texas vs. Felix Chavez, Jr. and Hidalgo County Irrigation District No. 2, North Alamo Water Supply Corporation and International Bank of Commerce (As Lienholders); In the County Court at Law No. Four of Hidalgo County, Texas

Dear Mr. Pena:

On June 10, 2008, the negotiations on the above-referenced condemnation case between Hidalgo County and Leo Montalvo, attorney for defendant Felix Chavez, Jr., concluded with a settlement in the amount of $62,000.00 to be paid to the defendant. As you are aware, Mr. Montalvo has delivered a Warranty Deed, executed by his client, conveying the subject property, to be held in trust, along with a partial Release of Lien from International Bank of Commerce, all to be recorded upon payment of the settlement funds. In order to finalize the settlement and dispose of this case, therefore, we will need the amount of the settlement tendered. Please let me know when we can anticipate the receipt of these funds and I will proceed with preparing the documents necessary to close this matter.

As always, feel free to call if you have any questions.

Very truly yours,

ATLAS & HALL, L.L.P.

By: Gregory S. Kazen

GSK/ybo

**AI-12126** **14.A.**

**2008 Membership Dues for Property Records Industry Association**

**CC REGULAR**

Date: 11/12/2008
Submitted By: Priscilla Garcia, COUNTY CLERK
Submitted For: Arturo Guajardo
Department: COUNTY CLERK

## Information

CAPTION

Requesting approval to pay the 2008 memebership dues to the Property Records Industry Association-Government Sector in the amount of $350.00 for Mr. Arturo Guajardo, Jr., County Clerk, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Regular Member:
An individual or representative of an organization whose primary business, or whose members' primary business, is to provide services relating to recording conveyance of property, taxing property, recording liens on property and providing public access to such records. An organization applying for regular membership must designate one individual to represent the organization.

## Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-415-40-180-001-0-810

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

BUDGETARY IMPACT:

Available Balance as of 11-5-08 $240.00. Funding for the remaining amount of $110.00 is pending approval of line item transfer, AI 12114 CC 11-12-08.

## Attachments

Link: County Clerks Membership Dues

Link: affidavit

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 11:48 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 11/06/2008 10:55 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:23 PM | APRV |

Form Started By: Priscilla Garcia Started On: 11/05/2008 11:34 AM

Final Approval Date: 11/06/2008

# Application for Membership – Government Sector

PRIA
Property Records Industry Association
PARTNERSHIP • KNOWLEDGE • RESULTS

2501 Aerial Center Parkway, Ste. 103, Morrisville, NC 27560
919.459.2081; 919.459.2075 (Fax)
coordinator@pria.us; www.pria.us
PRIA Federal I.D. No.: 48-1270545

NAME/TITLE: Arturo Guajardo, Jr. County Clerk

COUNTY/COMPANY NAME: Hidalgo County

MAILING ADDRESS: 100 N. Closner Blvd.

CITY/STATE/ZIP: Edinburg, TX 78539

PHONE: (956) 318-2100 FAX (956) 318-2067 EMAIL Hidalgocountyclerk.us

**General Conditions for Membership in PRIA:** In accordance with the General Conditions for membership in this association, the applicant hereby agrees to accept and abide by the Bylaws and Operating Rules established by this Corporation, and as amended from time to time. **For a copy of the Bylaws and Operating Rules, visit http://www.pria.us**

Signature of Applicant _____ Date 11/5/08

I choose to receive Emails (___) from the PRIA.
Send my newsletter by: _____ Email _____ Mail (single sheets stapled)
(Leave blank if you do not want to receive mailings)

**Membership Category: Check one below**

**Regular Member**

| | | |
|---|---|---|
| ☐ | Population up to 75,000 | $50 |
| ☐ | 75,001 to 150,000 | $125 |
| ☐ | 150,001 to 250,000 | $200 |
| ☐ | 250,001 to 500,000 | $250 |
| ☑ | Over 500,000 | $350 |

**Association or Organization** (National or International) $2,000
(Whose members are government officials)

**Association or Organization** (State) $500
(Whose members are government officials)

**Associate Member – Non Voting** $50
(Staff member of Regular Member)

**Method of Payment:**

☐ Check **Make payable to PRIA and remit to above address**
☐ Credit Card: ❑ Visa ❑ MasterCard ❑ American Express
Card # _____ Expiration _____ Security Code _____

## Government Sector Membership Categories:

### Regular Member

An individual or representative of an organization whose primary business, or whose members' primary business, is to provide services relating to recording conveyance of property, taxing property, recording liens on property and providing public access to such records. An organization applying for regular membership must designate one individual to represent the organization.

### Associate Member – Non Voting

A staff member of a Regular Member.

# TO THE COUNTY AUDITOR
# AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, ARTURO GUAJARDO, JR., do hereby state that my membership in the PROPERTY RECORDS INDUSTRY ASSOCIATION (PRIA) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Arturo Guajardo Jr DATE: 11/5/08

TITLE: HIDALGO COUNTY CLERK

Before me Evelia L Morales, a Notary Public, appeared Arturo Guajardo Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L. Morales
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 |

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

**AI-12042** **15.A.**

**2008 Tax Roll Totals**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Neida Chavana, TAX OFFICE |
| **Submitted For:** | Armando Barrera Jr., RTA |
| **Department:** | TAX OFFICE |
| **Agenda Category:** | Tax Office |

## Information

### CAPTION

Approval of 2008 Tax Roll Totals as per Sec. 26.09 E of the Texas Property Tax Code.

### BACKGROUND

## Fiscal Impact

## Attachments

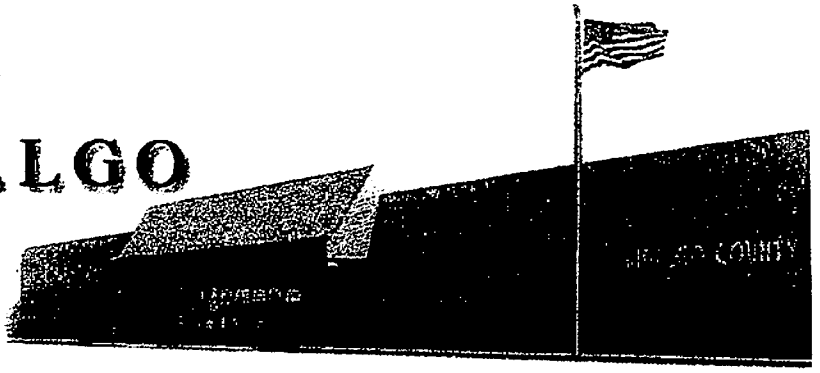
Link: Backup

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 10/30/2008 03:03 PM | APRV |
| 2 | Erika Reyna | Erika Reyna | 11/07/2008 08:30 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 09:16 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:53 AM | APRV |
| Form Started By: Neida Chavana | | | Started On: 10/30/2008 02:55 PM | |
| Final Approval Date: 11/07/2008 | | | | |

*Office of Tax Assessor-Collector*

**COUNTY of HIDALGO**



*Armando Barrera Jr., RTA*
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

October 24, 2008

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

Dear Gentlemen:

Enclosed please find the 2008 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

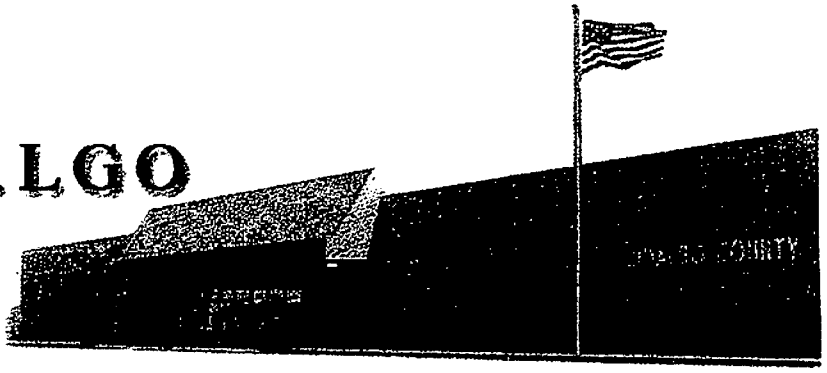
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll

ABJ:nc

Xc: Hon. Rey Eufracio,
Hidalgo County Auditor

*Office of Tax Assessor-Collector*

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*
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STATE OF TEXAS
COUNTY OF HIDALGO

I, ARMANDO BARRERA JR., RTA, Assessor-Collector of Hidalgo County for HIDALGO COUNTY, in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived contains a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2008. Said list and property values were certified and submitted to me by Rolando Garza, Chief Appraiser for the Hidalgo County Appraisal District.

_____
ARMANDO BARRERA JR, RTA
TAX ASSESSOR-COLLECTOR,
HIDALGO COUNTY, TEXAS

SUBSCRIBED AND SWORN TO ME THIS THE ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC,
HIDALGO COUNTY TEXAS

COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE _____ DAY OF _____,A.D., 20_____.

HIDALGO COUNTY JUDGE JD SALINAS, _____

PCT #1 COMMISSIONER SYLVIA HANDY, _____

PCT #2 COMMISSIONER HECTOR (TITO) PALACIOS, _____

PCT #3 COMMISSIONER JOE FLORES, _____

PCT #4 COMMISSIONER OSCAR GARZA, _____

_____
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

| | | | | |
|---|---|---|---|---|
| ENTITY | HIDALGO COUNTY | | | 2008 |
| JURISDICTION | 1 | | | |
| EXEMPT VALUE | 3,403,133,910 | TOTAL PARCELS | | 332,817 |
| AG EXCLUSION | 2,388,033,965 | TOTAL MARKET VALUE | | 33,360,689,875 |
| HS CAPPED AMOUNT | 229,224,400 | TOTAL EXEMPT PROPERTY | - | 6,907,754,301 |
| ABATED AMOUNT | 0 | TAXABLE VALUE | = | 26,452,935,574 |
| FREEPORT VALUE | 337,241,031 | FROZEN TAXABLE | - | 1,587,684,959 |
| HB366 VALUE | 42,914 | NET TAXABLE VALUE | = | 24,865,250,615 |
| POLLUTION VALUE | 65,673,830 | TAX RATE PER $100 | * | 0.5900 |
| HISTORICAL CALUE | 87,745 | LEVY (Before Frozen Levy Loss) | = | 146,704,978.63 |
| PRIMARILY CHRTBLE | 1,314,351 | FROZEN LEVY | + | 7,918,768.90 |
| MOBILE HM EXEMTION | 0 | LATE AG | + | 12,502.04 |
| CHDO EXEMPTION | 4,776,635 | LATE RENDITION | + | 351,704.39 |
| OVER 65 HOMESTEAD EXEMPTION | 452,736,244 | LEVY | = | 154,987,953.96 |
| VETERAN EXEMPTIONS | 25,489,276 | TOTAL LEVY (From TC501) | = | 154,988,101.14 |
| TOTAL EXEMPT PROPERTY | **6,907,754,301** | VARIANCE | +/- | -147.18 |

# Assessment Roll Grand Totals Report

HIDALGO PRODUCTION SITE

Tax Year: 2008 As of: Supplement 1

GHD - Hidalgo County (ARB Approved Totals)

Number of Properties: 332775

| Land Totals | | | | | | |
|---|---|---|---|---|---|---|
| Land - Homesite | (+) | $2,424,561,141 | | | | |
| Land - Non Homesite | (+) | $6,772,676,723 | | | | |
| Land - Ag Market | (+) | $2,560,010,858 | | | | |
| Land - Timber Market | (+) | $0 | | | | |
| Land - Exempt Ag/Timber Market | (+) | $637,328 | | | | |
| **Total Land Market Value** | (=) | **$11,757,886,050** | (+) | **$11,757,886,050** | | |
| **Improvement Totals** | | | | | | |
| Improvements - Homesite | (+) | $6,557,560,749 | | | | |
| Improvements - Non Homesite | (+) | $9,300,153,297 | | | | |
| **Total Improvements** | (=) | **$15,857,714,046** | (+) | **$15,857,714,046** | | |
| **Other Totals** | | | | | | |
| Personal Property (15817) | | $2,448,093,298 | (+) | $2,448,093,298 | | |
| Minerals (20531) | | $3,298,102,000 | (+) | $3,298,102,000 | | |
| Autos (0) | | $0 | (+) | $0 | | |
| **Total Market Value** | | | (=) | **$33,361,795,394** | | **$33,361,795,394** |
| **Total Homestead Cap Adjustment (24330)** | | | | | (-) | **$229,224,400** |
| **Total Exempt Property (7497)** | | | | | (-) | **$3,403,802,463** |
| **Productivity Totals** | | | | | | |
| Total Productivity Market (Non Exempt) | (+) | $2,560,010,858 | | | | |
| Ag Use (17968) | (-) | $171,508,702 | | | | |
| Timber Use (0) | (-) | $0 | | | | |
| **Total Productivity Loss** | (=) | **$2,388,502,156** | | | (-) | **$2,388,502,156** |
| **Total Assessed** | | | | | (=) | **$27,340,266,375** |
| **Exemptions** | | | **(HS Assd** | **8,605,441,316 )** | | |
| (HS) Homestead Local (113369) | (+) | $0 | | | | |
| (HS) Homestead State (113369) | (+) | $0 | | | | |
| (O65) Over 65 Local (31095) | (+) | $451,191,508 | | | | |
| (O65) Over 65 State (31095) | (+) | $0 | | | | |
| (DP) Disabled Persons Local (6302) | (+) | $0 | | | | |
| (DP) Disabled Persons State (6302) | (+) | $0 | | | | |
| (DV) Disabled Vet (2764) | (+) | $27,004,012 | | | | |
| (HB366) House Bill 366 (57) | (+) | $42,914 | | | | |
| (HT) Historical (1) | (+) | $87,745 | | | | |
| (FP) Freeport (132) | (+) | $337,241,031 | | | | |
| (PC) Pollution Control (40) | (+) | $65,673,830 | | | | |
| (CHDO) CHDO Exemption (5) | (+) | $4,776,635 | | | | |
| (PCO) Primarily Charitable Organizations (8) | (+) | $1,314,351 | | | | |
| (AB) Abatement (2) | (+) | $0 | | | | |
| **Total Exemptions** | (=) | **$887,332,026** | | | (-) | **$887,332,026** |
| **Net Taxable (Before Freeze)** | | | | | (=) | **$26,452,934,349** |

| ****** O65 Freeze Totals** | |
|---|---|
| Freeze Assessed | $1,664,581,227 |
| Freeze Taxable | $1,225,212,854 |

| | | | |
|---|---|---|---|
| Freeze Ceiling (29423) | $6,128,259.91 | | |
| ****** O65 Transfer Totals** | | | |
| Transfer Assessed | $0 | | |
| Transfer Taxable | $0 | | |
| Post-Percent Taxable | $0 | | |
| Transfer Adjustment (0) | $0 | | |
| **Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)** | | **(=)** | **$25,227,721,495** |

| | | | |
|---|---|---|---|
| ***** DP Freeze Totals** | | | |
| Freeze Assessed | $316,648,444 | | |
| Freeze Taxable | $314,482,834 | | |
| Freeze Ceiling (5809) | $1,649,663.00 | | |
| ***** DP Transfer Totals** | | | |
| Transfer Assessed | $0 | | |
| Transfer Taxable | $0 | | |
| Post-Percent Taxable | $0 | | |
| Transfer Adjustment (0) | $0 | | |
| **Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)** | | **(=)** | **$24,913,238,661** |

CERTIFIED ROLL JURISDICTION SUMMARY
PROCESSING FOR TAX YEAR: 2008

JURISDICTION: 0001 HIDALGO COUNTY

| | | | | |
|---|---|---|---|---|
| TOTAL PARCELS: | 332,817 | TAX RATE:00.590000 | | |
| MARKET VALUE: | 33,360,689,875 | STATE HOM: | 0 | OPT HOM: 0.00000 |
| EXEMPT PARCELS: | 7,497 | STATE O65: | 0 | OPT O65: 15,000 |
| EXEMPT VALUE: | 3,403,133,910 | DISABLED: | 0 | |
| AG PROPERTIES: | 17,966 | AG EXCLUSION: | | 2,388,033,965 |
| HS CAPPED CNT: | 24,330 | HS CAPPED AMT: | | 229,224,400 |
| ABATED PARCELS: | 45 | ABATED AMOUNT: | | 0 |
| FREEPORT CNT: | 132 | FREEPORT VALUE: | | 337,241,031 |
| HB366 CNT: | 114 | HB366 VALUE: | | 42,914 |
| POLLUTION CNT: | 40 | POLLUTION VALUE: | | 65,673,830 |
| HISTORICAL CNT: | 3 | HISTORICL VALUE: | | 87,745 |
| PRIM. CH ORG : | 8 | PRIMARILY CHRTBLE: | | 1,314,351 |
| CHDO XMP CNT: | 5 | CHDO EXEMPTION: | | 4,776,635 |
| GROSS TAXABLE: | 26,931,161,094 | | | |
| STATE HOMESTEAD | 113,369 | HOMESTEAD AMT: | | 0 |
| LOCAL HOMESTEAD | 113,369 | HOMESTEAD AMT: | | 0 |
| OVER65 | 31,095 | OVER 65 AMT: | | 0 |
| LOCAL OVER65 | 31,095 | OVER 65 AMT: | | 452,736,244 |
| SURVIVING SPOUSE: | 0 | AMOUNT: | | 0 |
| # OF DISABLED: | 6,313 | DISABLED AMT: | | 0 |
| VET @ $5000 | 589 | VETERAN AMT: | | 2,922,189 |
| VET @ $7500 | 229 | VETERAN AMT: | | 1,710,178 |
| VET @ $10000 | 274 | VETERAN AMT: | | 2,689,782 |
| VET @ $12000 | 1,669 | VETERAN AMT: | | 18,167,127 |
| TOTAL VET | 2,761 | VETERAN AMT: | | 25,489,276 |
| TOTAL PART XMP: | 478,230,520 | | | |
| TAXABLE VALUE: | 26,452,935,574 | | | |
| FROZEN ACCTS: | 36,062 | | | |
| LEVY LOSS: | 1,448,574.11 | | | |
| TOTAL LEVY: | 154,988,101.14 | | | |
| LATEAG CNT: | 182 | LATEAG AMT: | | 12,502.04 |
| LATE RENDPEN CNT: | 8,938 | LATE RENDPEN AMT: | | 351,704.39 |
| FROZEN HOMESITE: | 2,037,776,852 | | | |
| FROZEN TAXABLE: | 1,587,684,959 | | | |
| UNFROZEN LEVY: | 9,367,343.01 | | | |
| FROZEN LEVY: | 7,918,768.90 | | | |
| TIF CAPTURED: | 0 | | | |
| TOTAL NON-EXMT PARCELS: | 325,320 | | | |

ALL JURISDICTIONS 2008

| | | |
|---|---|---|
| HIDALGO COUNTY | TAX RATE: | .590000 |
| TOTALS FOR JURISDICTION 0001 | | |
| NUMBER OF ACCOUNTS | 332,817 | |
| LAND VALUE | 11,756,759,782 | |
| LESS AG EXCLUSION | 2,559,233,601 | |
| FREEPORT EXCLUSION | 337,241,031 | |
| ABATEMENTS | 0 | |
| HOMESTEAD CAP | 21,603,039 | 24,329 |
| TOTAL APPRAISED LAND | 9,197,526,181 | |
| IMPROVEMENT VALUE | 15,665,114,300 | |
| TOTAL REAL PROPERTY | 27,421,874,082 | |
| TOTAL PERSONAL PROPERTY | 5,938,815,793 | |
| TOTAL APPRAISED VALUE | 33,360,689,875 | |
| EXEMPTIONS: | | |
| POLUTION | 65,673,830 | 40 |
| ABATEMNT | 0 | 45 |
| OSP | 2,388,033,965 | 17,966 |
| HOMESTEAD | 0 | 113,369 |
| OVER 65 AGE | 452,736,244 | 31,095 |
| DISABLED | 0 | 6,313 |
| DAV | 25,494,276 | 2,761 |
| CAP | 229,224,400 | 24,330 |
| FREEPORT | 337,241,031 | 132 |
| HB 366 | 42,914 | 114 |
| CH | 4,776,635 | 5 |
| PC | 1,314,351 | 8 |
| HISTORIC | 87,745 | 3 |
| TOTAL EXEMPT | 3,403,165,135 | 7,497 |
| TAXABLE VALUE | 26,452,935,574 | |
| ACTUAL LEVY | 154,988,101.14 | |

# HIDALGO COUNTY

## GOVERNING BODY SUMMARY #1B

### Comparison of This Year's Tax Levy with Last Year's Tax Levy

(Including Frozen Levy)

| DESCRIPTION OF TAX RATE | TAX RATE PER $100 | Last year's Tax Levy: THIS YEAR'S TAX LEVY** | $145,912,770 TAX LEVY INCREASE*** |
|---|---|---|---|
| LAST YEAR'S TAX RATE | 0.5900 | $157,957,679 | $12,044,909 |
| EFFECTIVE TAX RATE | 0.5664 | $151,949,799 | $6,037,029 |
| NOTICE & HEARING LIMIT **** | 0.5664 | $151,949,799 | $6,037,029 |
| ROLLBACK TAX RATE | 0.6051 | $161,801,704 | $15,888,934 |
| PROPOSED TAX RATE | 0.5900 | $157,957,679 | $12,044,909 |

** This year's tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

*** Tax levy increase is the difference between this year's tax levy and last year's tax levy.

**** The Notice & Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

**AI-12112** **16.A.**

**Sanitation-Creation of one full-time temporary attendant position**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Mary Ybarra, COMM. PCT. #1 |
| **Submitted For:** | Mary Ybarra |
| **Department:** | COMM. PCT. #1 |
| **Agenda Category:** | Precinct #1 |

## Information

### CAPTION

Sanitation (121-001):
1. Approval to create one (1) full-time temporary Attendant position, slot no. 121-001-T025 budgeted at $20,800.00 per year ($10.00 per hour) not to exceed six (6) months.
2. Approval of revised salary schedule.

### BACKGROUND

The attendant regular full-time employee, employee no. 031518, slot no. 121-001-017, is currently on FMLA leave. Pro-rated salary is from 11-12-08 to 12-31-08.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-115-002-0-XXX

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

### BUDGETARY IMPACT:

Position requested to temporarily replace employee who is currently out on FMLA leave. Funding is pending approval of this item. Possible funding source, Countywide Administration - Contingency

Prorated salary from 11-12-08 to 12-31-08.

## Attachments

Link: Revised Salary Schedule
Link: Fiscal Note
Link: LOT
Link: PAR
Link: Attendant PAR & Job Descr.

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 10:31 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 11/05/2008 02:10 PM | APRV |
| 3 | Rosalinda Cantu | | 11/07/2008 04:47 PM | PEND |

Form Started By: Mary Ybarra

Started On: 11/05/2008 09:10 AM

Final Approval Date: 11/07/2008

# HIDALGO COUNTY
## *COMMISSIONERS COURT*
## 2008 SALARY SCHEDULE

**AI**

**8-1100-432-00-121-001-0-XXX**

**Sanitation Pct. 1**

| | | | | | | | | | | | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0001 | 113 | ADMINISTRATIVE ASSISTANT | $42,330.00 | $0.00 | $42,330.00 | 0.04 | $1,693.00 | $0.00 | $44,023.00 | $44,023.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0002 | 113 | ENFORCEMENT OFFICER | $41,409.00 | $0.00 | $41,409.00 | 0.04 | $1,656.00 | $0.00 | $43,065.00 | $43,065.00 | $420.00 | $0.00 | $5,794.00 | $0.00 | $0.00 |
| 0003 | 113 | DEPUTY CONSTABLE STEP II | $34,060.00 | $5,270.00 | $39,330.00 | 0 | $0.00 | $0.00 | $39,330.00 | $39,330.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0004 | 113 | A/P CLERK | $31,884.00 | $0.00 | $31,884.00 | 0.04 | $1,275.00 | $0.00 | $33,159.00 | $33,159.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0005 | 113 | MAINTENANCE III | $30,305.00 | $0.00 | $30,305.00 | 0.04 | $1,212.20 | $0.00 | $31,517.00 | $31,517.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0006 | 113 | TRUCK DRIVER III | $28,120.00 | $0.00 | $28,120.00 | 0.04 | $1,124.80 | $0.00 | $29,245.00 | $29,245.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0007 | 113 | HEAVY EQUIPMENT OPERATOR I | $25,942.00 | $0.00 | $25,942.00 | 0.04 | $1,038.00 | $0.00 | $26,980.00 | $26,980.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0008 | 113 | TRCK DRIVER III | $24,552.00 | $0.00 | $24,552.00 | 0.041 | $1,000.00 | $0.00 | $25,552.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0009 | 113 | ATTENDANT | $24,245.00 | $0.00 | $24,245.00 | 0.041 | $1,000.00 | $0.00 | $25,245.00 | $25,245.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0010 | 113 | TRCK DRIVER II | $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 |
| 0011 | 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 |
| 0012 | 113 | MAINTENANCE II | $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 |
| 0013 | 113 | MAINTENANCE II | $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 |
| 0014 | 113 | MAINTENANCE I | $21,350.00 | $0.00 | $21,350.00 | 0.047 | $1,000.00 | $0.00 | $22,350.00 | $22,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0015 | 113 | MAINTENANCE I | $21,350.00 | $0.00 | $21,350.00 | 0.047 | $1,000.00 | $0.00 | $22,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0016 | 113 | MAINTENANCE I | $21,350.00 | $0.00 | $21,350.00 | 0.047 | $1,000.00 | $0.00 | $22,350.00 | $22,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0017 | 113 | ATTENDANT | $20,985.00 | $0.00 | $20,985.00 | 0.048 | $1,000.00 | $0.00 | $21,985.00 | $21,985.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0018 | 113 | ATTENDANT | $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 |
| 0019 | 113 | ATTENDANT | $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 |
| 0021 | 113 | ADMIN SECRETARY | $32,000.00 | $0.00 | $32,000.00 | 0.04 | $1,280.00 | $0.00 | $33,280.00 | $33,280.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| T022 | 121 | TRUCK DRIVER III | $0.00 | $24,960.00 | $24,960.00 | 0 | $0.00 | $0.00 | $24,960.00 | $24,960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0023 | 113 | HEAVY EQUIPMENT OPERATOR II | $0.00 | $26,000.00 | $26,000.00 | 0 | $0.00 | $0.00 | $26,000.00 | $26,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0024 | 113 | TRUCK DRIVER III | $0.00 | $23,000.00 | $23,000.00 | 0 | $0.00 | $0.00 | $23,000.00 | $23,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| T025 | 121 | ATTENDANT | $0.00 | $20,800.00 | $20,800.00 | 0 | $0.00 | $0.00 | $20,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **Total** | $529,378.00 | $79,230.00 | $608,608.00 | | $21,279.00 | $0.00 | $629,887.00 | $581,985.00 | $2,880.00 | $0.00 | $5,794.00 | $0.00 | $0.00 |

**Approval to create one temporary full-time Attendant position, slot no. T025, budgeted at $20,800.00 per year ($10.00/hr)**

**not to exceed six (6) months, pending CC approval.  Employee occupying slot no. 0017 is currently out on FMLA leave.**

**12112**

| 2008 ACTUAL TOTAL COMPENSATION |
|---|
| $44,563.00 |
| $49,279.00 |
| $39,330.00 |
| $33,159.00 |
| $31,877.00 |
| $29,845.00 |
| $26,980.00 |
| $0.00 |
| $25,245.00 |
| $24,334.00 |
| $24,000.00 |
| $23,236.00 |
| $23,236.00 |
| $22,350.00 |
| $0.00 |
| $22,350.00 |
| $22,945.00 |
| $20,345.00 |
| $20,345.00 |
| $33,280.00 |
| $24,960.00 |
| $26,000.00 |
| $23,000.00 |
| $0.00 |
| $590,659.00 |

# Hidalgo County Budget Office
# FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Wednesday, November 12, 2008

**Agenda Item:** 12112

**Summary of request/proposal:**
**The Precinct No. 1 Sanitation Dept is requesting approval to create one (1) new temporary full-time Attendant position, slot no. 121-001-T025, budgeted at $20,800.00 per year ($10.00 per hour), effective upon CC approval.**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment/ Salary Requested | Total Adjustment/ Salary Requested |
|---|---|---|---|---|---|---|
| 1100 | Attendant | T025 | 121 | 0.00 | 20,800.00 | 20,800.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | 20,800.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1100-432-00-121-001-0- | 121 | SANITATION PCT. 1- | TEMP F/T EMPL | 2,858.02 |
| 8-1100-432-00-121-001-0- | 211 | SANITATION PCT. 1- | HEALTH INSURANCE | - |
| 8-1100-432-00-121-001-0- | 212 | SANITATION PCT. 1- | LIFE INSURANCE | - |
| 8-1100-432-00-121-001-0- | 220 | SANITATION PCT. 1- | FICA | 218.64 |
| 8-1100-432-00-121-001-0- | 230 | SANITATION PCT. 1- | RETIREMENT | - |
| 8-1100-432-00-121-001-0- | 250 | SANITATION PCT. 1- | UNEMPLOYMENT COM | 14.29 |
| 8-1100-432-00-121-001-0- | 260 | SANITATION PCT. 1- | WORKER'S COMP | 302.66 |
| | | | | |
| | | | 2008 Budgetary Impact | 3,393.61 |

**2009 Budgetary Impact:** **N/A**

## Possible Funding Sources: General Fund (Co. Wide Adm Contingency)

**Budget Office Recommendation:**

| |
|---|
| |
| |
| |

# Letter of Transmittal

**HIDALGO COUNTY**
**DEPARTMENT OF BUDGET AND MANAGEMENT**

**Date: 11/7/2008**

**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:** 12112

**C.C. Date:** 11/12/2008

**Dept:** Pct. 1 Sanitation

***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
NOV 07 2008
Human Resources

**Human Resources Dept:**

**Received By:** Sylvia Rios

**Title:** Chief Admin.

**Date:** 11.07.08 **Time:** 2:15

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** Precinct 1 – 121

**DATE:** October 31, 2008

**CURRENT POSITION TITLE:**

**CURRENT SLOT. #:** 121-001-T025 (T.C)

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)** Attendant Temporary slo

**REQUEST FOR:**

☐ 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 $ 20,800.00 ($10.00/hr.) Proposed Budgeted Salary $ 20,800.00 (I.C.) Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other Possible funding Source: Co. Wide Contingency See Comments.

**POSITION Type:**

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions: $ 10.00/hr. / $20,800.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| 11/10/2008 | 05/08/2009 | M - F / 8 Hrs. | 40 | 6 Months |
|---|---|---|---|---|
| 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)

Currently employee is out on FMLA, due his own seroius health condition that makes him unable to perform hisjob functions. Santiation Department needs to replace him as soon as possible due to the high demand for constituents' service.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

This employee will be responsible to screening and disposing of all waste material received at the Hidalgo County Precinct 1 Collection Station.

**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)

Employee that is out of FMLA is Mr. Antonio Marroquin. There is no anticipated date set from his treating physician. Lapsed funding for slot 0017 will be available to sweep. This will offset cost of temp position.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 11-05-08 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE 11/7/2008 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 11/07/2008 | 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:** October 31, 2008
**CURRENT SLOT. #:** 121-001-T025

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)** Attendant

**REQUEST FOR:**

☐ 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 $ 20,800.00 ($10.00/hr.) Proposed Budgeted Salary $ 20,800.00 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 ☐

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 10.00/hr. / $20,800.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| 11/10/2008 | 05/08/2009 | M - F / 8 Hrs. | 40 | 6 Months |
|---|---|---|---|---|
| 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)

Currently employee is out on FMLA, due his own seroius health condition that makes him unable to perform hisjob functions. Santiation Department needs to replace him as soon as possible due to the high demand for constituents' service.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

This employee will be responsible to screening and disposing of all waste material received at the Hidalgo County Precinct 1 Collection Station.

**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)

Employee that is out of FMLA is Mr. Antonio Marroquin. There is no anticipated date set from his treating physician.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. Sylvia A. Handy | 11-05-08 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| DEPARTMENT HEAD | DATE | | | |
| 2. | | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | | BUDGET PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | | | | |
| COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
# SANITATION/LANDFILL

| | | | |
|---|---|---|---|
| Job Title: | Attendant | FLSA Status: | Non-Exempt |
| Department: | 121 | Civil Service Status: | Non-Exempt |

## SUMMARY
Responsible for screening and disposing of all waste material received at the Hidalgo County collection stations.

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

## ESSENTIAL DUTIES AND RESPONSIBILITIES
- Observe and screen all waste material received.
- Work with machine operator in coordinator areas to dispose waste materials.
- Assist in repair and/or maintenance of vehicles and equipment.
- Perform manual labor task.
- Direct vehicles with unacceptable waste to appropriate disposal facilities.
- Maintain area around office clean and free of debris.
- Load waste and other debris.
- Performs such other duties as may be assigned.

## EDUCATION and/or EXPERIENCE
- High School Diploma or GED;
- Bilingual;
- Basic knowledge of mechanics preferred.

## CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have proof of a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.

## PHYSICAL DEMANDS
The physical demands described here representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands fingers, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl; and taste or smell.

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

**WORK ENVIROMENT**

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

The noise level in the work environment is usually moderate.

**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 decision and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentialy
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve

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

Maintain effective audio-visual discrimination and perception needed for:

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

**ACCIDENT PREVENTION PROGRAM**

Required to follow all departments' safety regulations.

[redacted]

**AI-12121** **16.B.**

# Deletion of two (2) regular f/t Maitenance I positions and creation of one (1) Diesel Mechanic regular f/t position

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Mary Ybarra, COMM. PCT. #1 |
| **Submitted For:** | Mary Ybarra |
| **Department:** | COMM. PCT. #1 |
| **Agenda Category:** | Precinct #1 |

## Information

### CAPTION

Paved/Unpaved Rd. (121-005):
1. Approval to delete two (2) vacant regular full-time Maintenance I positions, slot no's. 121-005-0059 & 121-005-0060 budgeted at $20,345.00 each.
2. Approval to create one (1) new regular full-time Diesel Mechanic position, slot no. 121-005-078 budgeted at $40,000.00.
3. Approval of revised salary schedule.

### BACKGROUND

refer to AI 12015/ 16.A. CC 11-4-08 "No Action".

## 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:

Funds available for new Diesel Mechanic position due to deletion of the two Maintenance I positions.

## Attachments

Link: LOT
Link: PAR
Link: Job. Descrp. Diesel Mechanic
Link: Maitenance I Job Descrip.
Link: Pct. 1 P/U Rd Fiscal Note
Link: Pct. 1 P/U Salary Schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 11:50 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 11/05/2008 03:27 PM | APRV |
| 3 | Rosalinda Cantu | | 11/07/2008 04:47 PM | PEND |

Form Started By: Mary Ybarra

Started On: 11/05/2008 11:04 AM

Final Approval Date: 11/07/2008

# Letter of Transmittal

**HIDALGO COUNTY**
**DEPARTMENT OF BUDGET AND MANAGEMENT**

**Date: 11/7/2008**

**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:** 12121

**C.C. Date:** 11/12/2008

**Dept:** Pct. 1 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
NOV 07 2008
Human Resources

**Human Resources Dept:**

**Received By:** Sylvia Rios

**Title:** Chief Adm.

**Date:** 11-07-08 **Time:** 2:15

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** Precinct 1 / 121
**CURRENT POSITION TITLE:**

**DATE:** October 30, 2008
**CURRENT SLOT. #:**

**REQUESTED POSITION TITLE:** Diesel Mechanic
**(For new positions or reclassifications)** New Slot # 121-005-0078 (E)

**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) $ 36,920.00 (Proposed Budgeted Salary) $ 36,920.00 (Net Change)

Position to be funded from one of the following:

[XX] 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)

The Diesel Mechanic will be responsible for the inspection, repair and maintenance of the engine and mechanical components. Will be subject to follow County and federal safety rules, policy and procedures.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

This position requires minimal supervision. Will perform daily and periodic diesel engine inspections in compliance with the County and federal stardards. Will inpect various mechanical systems (air brake, fuel and lubrication) and other components.

**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)

Will also diagnose malfunctions in diesel engine components, air equipment, trucks and other components; assess nature of problem and determines needed corrective action; make judgments concerning serious of defects or damage.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | Sylvia A. Handy MH<br>DEPARTMENT HEAD | 10/30/08<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 11/7/2008<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 11/07/2008<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:**
Precinct 1 / 121

**DATE:**
10/30/2008

**CURRENT POSITION TITLE:**
Maintenance I (2 positions)

**CURRENT SLOT. #:**
121-005-0059 & 0060 I.C

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* XX ☐ Other Delete positions

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amou

$ 20,345 X 2 I.C (Current Budgeted Salary)

$ -0- (Proposed Budgeted Salary)

$ (20,345) X 2 = (40,690.00) I.C (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other N/A - 2 positions deleted, will have surplus funds (I.C)

**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)

Deleting this positions will fund the Diesel Mechanic position, to better serve the mechanic needs of the Precinct.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

The two (2) maintenance 1 positions will be deleted to assure that the proper amount of funding will be availble within the current department budget.

**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)

The deleted positions will help fund the new requested position, in which the Precinct is in dire need to better serve the diesel equipment for the precinct and will help expedite repairs within our own department.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation.

| | | | | | |
|---|---|---|---|---|---|
| 1. Sylvia A. Handy MH | DEPARTMENT HEAD | DATE 10/30/08 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE 11/7/2008 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 11/07/2008 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
# ROAD & BRIDGE
# PAVED/UNPAVED

**Job Title:** Diesel Mechanic **FLSA Status:** Non-Exempt

**Dept No:** 121-005 **Civil Service Status:** Non-Exempt

**SUMMARY:**
Diesel mechanics are responsible for the inspection, repair and maintenance of the engine and mechanical components on diesel electric locomotives.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Perform daily and periodic locomotive and diesel engine inspections in compliance with company, industry and federal standards; inspect various mechanical systems (air brake, fuel, and lubrication) and locomotive components (wheels, trucks, cab, and internal diesel engine parts); inspect for unusual sounds, vibrations, smells, and small changes in the visual appearance of materials or objects.
- Diagnose malfunctions in diesel engine components, air equipment, trucks, and other components; assess nature of problem and determine needed corrective action; make judgments concerning seriousness of defects or damage.
- Perform daily and periodic locomotive servicing (grease couplings and fittings, chance oil and air filters, replace brake shoes and filters, adjust brake cylinder piston travel); replace locomotive and diesel engine components (wheels on trucks, traction motors);
- Repair locomotive parts (truck frames) requiring use of machine tools and welding equipment and other operations requiring use of lathes, grinders; disassemble engine and other components and clean parts.
- Safely and effectively operate the following: high and low precision measuring instruments (micrometers, tape measures, dial calipers); precision machines (drill and punch presses, bench lathes); electric, pneumatic and hydraulic tools (drills, wrenches, grinders); material handling equipment (fork lifts, cranes, overhead hoists); acetylene torches and electric welders.
- Follow County and federal safety rules, policy, and procedures; wear prescribed safety apparel; take appropriate action when conditions threaten safety of crew or other personnel; read and comply with train orders, signals, railroad rules, and regulation.
- Must have knowledge of heavy truck diesel engine.
- Must have knowledge of heavy machinery hydraulic system.

**QUALIFICATION REQUIREMENTS:**
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. 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**

- Qualified applicants must possess a minimum of (4) four years verifiable work experience as a diesel mechanic or, have a Journeyman's card.
- Experience with large motor generators and/or EMD 567-645-710G engines is a plus.
- Applicants with extensive experience as a mechanic in other fields (aviation, nuclear, etc.) is preferred.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

**OTHER SKILLS AND ABILITIES**

- Ability to read and interpret documents such as safety rules, operating and 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, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform duties of Mechanic I, II and III.
- 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 moderate to loud.

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**ACCIDENT PREVENTION PROGRAM:**
Required to follow all department's safety regulations.

# HIDALGO COUNTY
# ROAD & BRIDGE
# PAVED/UNPAVED

| | | | |
|---|---|---|---|
| Job Title: | Maintenance I | FLSA Status: | Non-Exempt |
| Department: | 121 - 005 | Civil Service Status: | Non-Exempt |

## SUMMARY

Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of way.
- Maintains shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right of way.
- 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 REQUIREMENTS

- High School diploma or General Education degree (GED) preferred.

## CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's Insurance Carrier.

## OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle

such tools.
- Ability to read and interpret documents such as safety rules, maintenance instruction and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- 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.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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 that permits:
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions that 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 safety regulations.

# Hidalgo County Budget Office
# FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Wednesday, November 12, 2008

**Agenda Item:** 12121

**Summary of request/proposal:**
**The Precinct No. 1 R & B Dept is requesting approval to delete two (2) vacant regular full-time Maitenance I positions, slot no. 121-005-0059 & -0060 budgeted at $20,345.00 each and approval to create one (1) new regular full-time Diesel Mechanic position, slot no. 121-005-0078 budgeted at $40,000.00.**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment/ Salary Requested | Total Adjustment/ Salary Requested |
|---|---|---|---|---|---|---|
| 1201 | Maintenance I | 0059 | 113 | 20,345.00 | -20,345.00 | -20,345.00 |
| 1201 | Maintenance I | 0060 | 113 | 20,345.00 | -20,345.00 | -20,345.00 |
| 1201 | Diesel Mechanic | 0078 | 113 | 0.00 | 40,000.00 | 40,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | -690.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1201-431-00-121-005-0- | 113 | PCT. 1 P/U RD.- | PERM F/T EMPL | (94.81) |
| 8-1201-431-00-121-005-0- | 211 | PCT. 1 P/U RD.- | HEALTH INSURANCE | (572.15) |
| 8-1201-431-00-121-005-0- | 212 | PCT. 1 P/U RD.- | LIFE INSURANCE | (4.53) |
| 8-1201-431-00-121-005-0- | 220 | PCT. 1 P/U RD.- | FICA | (7.25) |
| 8-1201-431-00-121-005-0- | 230 | PCT. 1 P/U RD.- | RETIREMENT | (8.32) |
| 8-1201-431-00-121-005-0- | 250 | PCT. 1 P/U RD.- | UNEMPLOYMENT COM | (0.47) |
| 8-1201-431-00-121-005-0- | 260 | PCT. 1 P/U RD.- | WORKER'S COMP | (10.04) |
| | | | | |
| | | | 2008 Budgetary Impact | (697.57) |

**2009 Budgetary Impact:** 3,317.11

## Possible Funding Sources: Pct. 1 R & B funds

**Budget Office Recommendation:**

| |
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| |
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# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2008 SALARY SCHEDULE

**8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd.** **AI 12121**

| 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 | Interpret. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | CHIEF ADMINISTRATOR | 77,250.00 | 0.00 | 77,250.00 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 1,122.68 | 0.00 | 29,190.00 | 29,190.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 29,190.00 |
| 0033 | 113 | CLERK/RECEPTIONIST | 26,938.00 | 0.00 | 26,938.00 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 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 | 4.00% | 1,071.00 | 0.00 | 27,852.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0038 | 113 | HEAVY EQ OP II | 26,781.00 | 0.00 | 26,781.00 | 4.00% | 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 | 4.00% | 1,040.00 | 0.00 | 27,031.00 | 27,031.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,031.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2008 SALARY SCHEDULE

**8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd.** **AI 12121**

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0040 | 113 | MAINTENANCE I | 25,776.00 | 0.00 | 25,776.00 | 4.00% | 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 | 4.00% | 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 | 4.07% | 1,000.00 | 0.00 | 25,562.00 | 25,562.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,562.00 |
| 0043 | 113 | TRCK DRIVER III | 24,562.00 | 0.00 | 24,562.00 | 4.07% | 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 | 4.24% | 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 | 4.24% | 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 | 4.29% | 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 | 4.29% | 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 | 4.35% | 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 | 4.35% | 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 | 4.35% | 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 | 4.45% | 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 | 4.50% | 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 | 4.50% | 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 | 4.54% | 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 | 4.76% | 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 | 4.77% | 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 | 4.85% | 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 | 4.85% | 1,000.00 | 0.00 | 21,635.00 | 21,635.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,635.00 |
| | | | | | | | | | | | | | | | | |
| **Approval to delete two (2) vacant regular full-time Maintenance I positions, slot no. 0059 & 0060 budgeted at $20,345.00 each, pending CC approval** | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 0059 | 113 | MAINTENANCE I | 19,345.00 | 0.00 | 19,345.00 | 5.17% | 1,000.00 | 0.00 | 20,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0060 | 113 | MAINTENANCE I | 19,345.00 | 0.00 | 19,345.00 | 5.17% | 1,000.00 | 0.00 | 20,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0061 | 113 | ADMINISTRATIVE ASSISTANT | 46,400.00 | 0.00 | 46,400.00 | 4.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 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 | 0.00% | 0.00 | 0.00 | 32,000.00 | 32,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 32,000.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2008 SALARY SCHEDULE**

**8-1201-431-00-121-005-0-XXX Pct. 1 P/U Rd.** **AI 12121**

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0074 | 113 | TIRE REPAIR/MAINTENANCE | 0.00 | 22,000.00 | 22,000.00 | 0.00% | 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 COORDINATOR | 0.00 | 42,000.00 | 42,000.00 | 0.00% | 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 | 0.00% | 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 | 0.00% | 0.00 | 0.00 | 37,440.00 | 37,440.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37,440.00 |
| 0078 | 113 | DIESEL MECHANIC | 0.00 | 40,000.00 | 40,000.00 | 0.00% | 0.00 | 0.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 1,980,135.00 | 240,705.00 | 2,220,840.00 | | 70,838.80 | 0.00 | 2,291,681.00 | 1,910,471.00 | 14,640.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,925,111.00 |

**Approval to create one (1) new regular full-time Diesel Mechanic position, slot no. 0078, budgeted at $40,000.00, pending CC approval.**

**AI-12046** **16.C.**

**Donna TIRZ #1**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Erika Reyna, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | County Judge's Office |

## Information

### CAPTION

1. Approval of modifications to the interlocal agreement with the City of Donna relating to the Tax Increment Reinvestment Zone No. 1 (Red River Subdivision).
2. Appointment of one board member to represent the County of Hidalgo on the City of Donna's Tax Increment Reinvestment Zone #1 Board of Directors.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

no fiscal impact.

## Attachments

Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 10/31/2008 06:47 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 10/31/2008 08:47 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 11:31 AM | APRV |
| 4 | Arcy Duran | | 11/07/2008 04:47 PM | NEW |

Form Started By: Erika Reyna — Started On: 10/30/2008 03:42 PM

Final Approval Date: 11/07/2008

| | | |
|---|---|---|
| **THE STATE OF TEXAS** | **§** | **RED RIVER SUBDIVISION TIF –** |
| | **§** | |
| **COUNTY OF HIDALGO** | **§** | |

**INTERLOCAL AGREEMENT**

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

## I. PARTIES & INDEX

### A. Parties

1. THIS INTERLOCAL AGREEMENT is made by and between the **CITY OF DONNA, TEXAS** (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager pursuant to Resolution No. __2006-10-03____, passed and approved by the City Council on October 17, 2006; **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on January 9, 2007 (hereafter referred to as the "COUNTY"); the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF DONNA, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors, established to administer manage and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code, as well as to implement and fund the Project ("ZONE BOARD"); and **GARDEN VALLEY HOMES, LLC d/b/a CASA LINDA HOMES**, the developer and petitioner for creation of the ZONE (hereafter referred to as "DEVELOPER**")**.

Collectively, the CITY, COUNTY, ZONE, and DEVELOPER may be referred to as the "Parties." This Agreement is made pursuant to Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

**If to the City, to:**

City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: City Manager
Phone: (956) 464-3314
Fax: (956) 464-9923

**With a copy to:**

City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: Mayor
Phone: (956) 464-3314
Fax: (956) 464-9923

**If to the County, to:**

Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539
Re: Red River TIRZ
Attention: Honorable J.D. Salinas,
County Judge
Phone: (956) 318-2600
Fax: (956) 318-2699

**With a copy to:**

Atlas & Hall, L.L.P.
818 Pecan Blvd.
McAllen, TX 78501
Re: Red River TIRZ
Attention: Stephen L. Crain
Phone: (956) 628-5501
Fax: (956) 686-6109

**If to the Zone, to:**

Reinvestment Zone Number One
c/o City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: Juan Cortinas,
Presiding Officer
Phone: (956) 464-3314
Fax: (956) 464-9923

**With a copy to:**

Earl & Associates, P.C.
15303 Huebner, Bldg. #15
San Antonio, TX 78248
Phone: (210)222-1500
Fax: (210)222-9100

**If to the Developer, to:**

Garden Valley Homes, LLC d/b/a
Casa Linda Homes
1409 Main
McAllen, TX 78501
Attention: Mr. Mark Dizdar, President
Phone: (956) 631-6196
Fax:

**B. Index**

This Agreement consists of the following sections:


| Section | Description | Page |
|---|---|---|
| I. | Parties | 1 |
| II. | Definitions | 3 |
| III. | Background | 5 |
| IV. | Rights and Obligations of COUNTY | 7 |
| V. | Rights and Obligations of CITY and ZONE BOARD | 11 |
| VI. | Rights and Obligations of Developer | |
| VII. | Term and Termination | |
| VIII. | Miscellaneous | |

Exhibit "A" Project Plan & Finance Plan

Exhibit "B" City of Donna Ordinance No. PL-2006-07-10, passed and approved by City on August 8, 2006.

Exhibit "C" Development Agreement


**C. Parts Incorporated**

All of the above-described exhibits are hereby incorporated into this Agreement for all purposes by this reference.

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE is estimated to be two hundred fifteen thousand three hundred dollars ($215,300.00).

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VII.A. below.

4. **"**Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as

defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2006, the base year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

7. "COUNTY" has the meaning set forth in Section I.A.1 above.

8. "DEVELOPER" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

9. "Development Agreement" means the agreement among the DEVELOPER, the ZONE and the CITY attached hereto as Exhibit C.

10. "Financing Plan" means the Final Financing Plan for ZONE as adopted by the Board of Directors of ZONE on September 27, 2006, and approved by City Council of CITY on October 17, 2006, and attached hereto as Exhibit "A".

11. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.

12. "Parties" has the meaning given such term in Section I.A.1 above.

13. "Project" means the Red River Development Project, as that project is more specifically identified in the Financing and Project Plan.

14. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; golf course and related facilities; railroad facilities; fencing; and rights-of-way. The Project Costs in the aggregate for the life of ZONE are estimated to be one million two hundred twenty-one thousand one hundred forty-seven dollars and sixty-seven cents ($1,221,147.67), as more completely set forth in Exhibit "A".

15. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of Directors of the ZONE on September 27, 2006 and approved by the CITY Council of the CITY on October 17, 2006 and attached hereto as Exhibit "A".

16. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

17. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2006, the year in which the ZONE was designated.

18. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One (1), City of Donna, Texas Tax Increment Fund."

19. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

20. The "term of the ZONE" has the meaning set forth in Section III.A. below.

21. "ZONE" means Tax Increment Reinvestment Zone Number One, City of Donna, Texas, created by the CITY over the Zone Area on August 8, 2006, by Ordinance No. PL – 2006-07-10, a description of which is contained in Exhibit "B", attached hereto.

22. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

## III. BACKGROUND

**A.** Resolution of Intent No. 2006-03-02, passed and approved by the City Council of the CITY on March 7, 2006, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization and development activities for the ZONE, commonly known as the Red River Development Project, pursuant to Chapter 311, Texas Tax Code. On August 8, 2006, the City Council of the CITY passed and approved Ordinance No. PL-2006-07-10, which created the ZONE and by which the CITY agreed to be bound to this Agreement pursuant to Section 311.013 of the Texas Tax Code. The Project is located in the northwest sector of the CITY. The Project generally is located along Business Highway 281. The Project is more specifically described on Exhibit A. The Project is in the Donna Independent School District and encompasses approximately 39.125 acres. The ZONE BOARD will provide funding for public improvements and other Project Costs within the area of the Project. The Tax Increment Base for the ZONE is four hundred twenty thousand dollars ($420,000.00), and the projected Captured Appraised Value of all the taxable real property in the ZONE at the end of the Agreement Term is eight million four hundred thousand dollars ($8,400,000.00). Bonds will be issued pursuant to §311.015 of the Texas Tax Code once the DEVELOPER completes 75% of the Project. The Bonds will be secured by revenue from the Tax Increment as provided for in Section 311.015 and Section 311.0123 of the Texas Tax Code. The Project includes the construction of public infrastructure that will serve a 28.13-acre development. Construction will be carried out in phases as specified in the Development Agreement and Project Financing Agreement, with the last phase commencing in 2009. The total Project Costs is estimated to be two million five hundred ninety-seven thousand seven hundred forty-seven dollars and forty-five cents ($2,597,747.45). The ZONE terminates on December 31, 2026, unless earlier termination occurs under this Agreement (the period of January 01, 2007 through such termination, the "term of the ZONE").

**B.** The ZONE BOARD adopted the Project Plan on September 27, 2006. The CITY approved the Project Plan and Project Financing Plan on October 17, 2006. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. PL-2006-07-10, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

**C.** The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by a Participating Taxing Entity or the ZONE BOARD to finance any costs or improvements on the Project.

## IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

### A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its respective Tax Increments equal to its Maintenance and Operation (M&O) tax rate, as more fully described in Section IV.B.9 of this Agreement, for the life of the ZONE beginning with the 2007 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan,

attributable to all periods through the end of the COUNTY's fiscal year 2027 (ending on December 31, 2027), whichever occurs first.

**B. Tax Increment Payment**

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2007 by the later of September 30, 2008 and 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2008, but only for tax year 2007 beginning January 1, 2007. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually on or before April 30th (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. The Parties agree that the COUNTY's obligation to deposit Tax Increment Payments after 2026, shall only be for taxes collected and received after such date that are attributable to the time period during which the COUNTY agreed to participate. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2026.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY.

5. The CITY agrees to comply with the Project Plan and the Development Agreement. The

CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan or the Development Agreement; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan and the Development Agreement without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY, the DEVELOPER and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed nine hundred seventy thousand eight hundred sixty-three dollars eighty-one cents ($970,863.81) in the aggregate, plus any applicable penalty and/or interest allowed in section 311.013(c) of the Tax Code.

9. Notwithstanding anything herein to the contrary, the maximum amount of Tax Increment deposited in the Tax Increment Fund by the COUNTY shall not exceed the amount of taxes collected by the COUNTY in any year during the Agreement Term with respect to any period during the term of the ZONE at a County Maintenance and Operation (M&O) tax rate of $0.520000 per $100 valuation on the Captured Appraised Value. In the event that the County M&O tax rate is less than $0.520000 per $100 valuation on the captured appraised value during any year during the term of the ZONE, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the total amount of taxes collected by the COUNTY at the actual M&O tax rate during the year the County tax rate is less than $0.520000 per $100 valuation. In the event that the COUNTY M&O tax rate is greater than $0.520000 per $100 valuation on the captured appraised value in any year during the term of the Zone, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at a COUNTY M&O tax rate of $0.520000 per $100 valuation on the captured appraised value.

**C. School District Provisions**

The COUNTY understands that the Project is located in the Donna Independent School District. The City and the Zone represent to the COUNTY that the Donna Independent School District is not participating in the ZONE.

**D. Management of the ZONE**

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The

Participating Taxing Entities, during the Agreement Term, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of nine (9) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

**E. Expansion of the ZONE**

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

## V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

**A. Tax Increment Participation by the CITY**

Subject to the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the Agreement Term, beginning with the 2006 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date of 2029, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed one million six hundred twenty-seven thousand six hundred fifty-eight dollars and eleven cents ($1,627,658.11) in the aggregate.

**B. Tax Increment Payment**

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2006 by March 31, 2007. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2007, but only for the tax year 2006 beginning January 1, 2006. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10 and August 10 (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

**C. Financing of Project Costs**

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

**D. Disbursement of Funds in the Tax Increment Fund**

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. PL-2006-07-10, passed and approved by City Council of the CITY on August 8, 2006. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE and (iii) to reimburse the DEVELOPER for public improvements, including financing costs, as provided in the Development Agreement and in the Project Plan to the extent that funds are available for this purpose. The Development Agreement is attached hereto as Exhibit "C". The foregoing notwithstanding, no funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

**E**. Disadvantaged Businesses

To the extent applicable pursuant to Section 311.0101 of the Texas Tax Code, the Zone shall develop a program pursuant to Section 311.0101(c) of the Texas Tax Code for the purchase of supplies, materials, services, and equipment and that the board of the ZONE shall compile a report on an annual basis listing the total number and dollar amount of contracts awarded to disadvantaged businesses during the previous year as well as the total number and dollar amount of all contracts awarded. Such annual report shall be available for inspection by the general public during regular business hours.

## VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

**A. Agreement by Developer**

In return for the covenants and agreements made by the CITY, the COUNTY, and the ZONE, the DEVELOPER agrees to faithfully perform its obligations under this Agreement and the Development Agreement.

**B. Rights of Developer**

1. The CITY, the COUNTY, and the ZONE agree and acknowledge that DEVELOPER is making the commitments identified herein in reliance on the commitments made by the CITY and the COUNTY to timely contribute their respective Tax Increments to the Tax Increment Fund as they become due, and on the commitment of the ZONE to properly process payments and reimbursements for proper work completed by the DEVELOPER and/or its assigns, contractors or subcontractors.

2. The DEVELOPER shall have the right to serve as Project Manager for the construction and installation of all public improvements and public infrastructure identified in the Project Plan and Project Financing Agreement.

3. DEVELOPER shall have the right to adjust or prioritize the schedule of construction of improvements within each Phase of the Project, provided that such adjustment or prioritization does not cause a material change in the Project Financing Agreement.

4. DEVELOPER shall have the right to use anticipated reimbursements and other rights under this Agreement and the Development Agreement to obtain financing for funding required to construct improvements within the development, including the use of such reimbursements or rights as collateral, or the factoring of such rights and obligations to third parties.

## VII. TERM AND TERMINATION

### A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2027, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2007 tax year (provided that it is understood that 2006 is the base year and no tax increment shall be due with respect to such year) and ending in accordance with the terms provided herein. The Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2027, except as set out in Sections IV.A.2. and IV.B.1. of this Agreement.

### B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified in Section IV.B. above, except the CITY may terminate the ZONE if the DEVELOPER ceases to undertake said improvements as set out in the Development Agreement or the DEVELOPER fails, for three (3) consecutive years or more, to (i) commence as scheduled in the Project Plan construction activities on any remaining improvements in the Project that are specified in the Development Agreement to be a part of the Project; or (ii) timely make any public infrastructure improvements that qualify as Project Costs, as defined in Section 311 of the Texas Tax Code, that are specified in the Development Agreement to be a part of the Project. Termination of the ZONE or participation in the ZONE by a taxing unit shall be subject to Section 311.013 of the Texas Tax Code.

### C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto.

## VIII. MISCELLANEOUS

### A. Understanding

Any and all costs incurred by the DEVELOPER are not, and shall never become, general obligations or debt of any Participating Taxing Entity. With respect to the DEVELOPER's costs, only

eligible Project Costs and allowable expenses incurred by the DEVELOPER shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that tax increment funds become available. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. F-2006-10-28 dated October 17, 2006. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds. There shall also be no recourse against any Participating Taxing Entity, public official, ZONE, or ZONE BOARD if all or part of the DEVELOPER contributions or costs are not reimbursed due to insufficient tax revenue generated by the ZONE.

**B. Severability**

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

**C. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

**D. Written Amendment**

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

**E. Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii) on the third business day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

**F. Non-Waiver**

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be

considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**G. Assignment**

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

**H. Successors**

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

**I. Project Plan**

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Council of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

**J. Access to Financial Information**

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the agreement term, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

**K. Development Agreement**

The CITY has entered into a written Development Agreement with the DEVELOPER that is binding on the CITY and the ZONE BOARD related to the Project and the development of the ZONE, a copy of which is attached hereto and incorporated herein as Exhibit "C." The CITY hereby represents and warrants that it will enforce and follow the provisions of this Agreement, as required, including, to the extent contained in the Development Agreement, the DEVELOPER's compliance with all applicable building codes and ordinances, as modified or amended and all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, orders and codes, as amended. The CITY and the ZONE agree to provide the COUNTY with a copy of any notice of default that is delivered or sent to any party under the

Development Agreement within five (5) business days after receipt of the notice by the CITY or the ZONE.

**M. ZONE Designation**

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

**IN WITNESS HEREOF,** the CITY OF DONNA; HIDALGO COUNTY; MUNICIPAL DEVELOPMENT ADVISORS; AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF DONNA, TEXAS have made and executed this Agreement in quadruplicate originals on this _____day of _____, 2008.

**CITY OF DONNA**

_____

City Manager

**HIDALGO COUNTY**

By: _____
J.D. Salinas
County Judge

**ATTEST/SEAL:**

_____
Martha Alvarado
City Secretary

**ATTEST/SEAL:**

_____
Arturo Guajardo, Jr.
County Clerk

**DEVELOPER, GARDEN VALLEY HOMES, LLC d/b/a CASA LINDA HOMES**

_____
Mark Dizdar
President

**APPROVED AS TO FORM FOR HIDALGO COUNTY:**

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

**REINVESTMENT ZONE NUMBER ONE, CITY OF DONNA, TEXAS (Red River Development Project)**

_____
Juan Cortinas
Presiding Officer

**Exhibit A**
**Red River Development Project**
**Project Plan and Financing Plan**

**Exhibit B**
**Red River Development Project**
**City of Donna Ordinance No. PL-2006-07-10**

**Exhibit C**
**Red River Development Project**
**Development Agreement**

**AI-12047** **16.D.**

**Donna TIRZ #2**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Erika Reyna, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | County Judge's Office |

## Information

### CAPTION

1. Discussion, consideration, and approval to enter into an Interlocal Agreement between the City of Donna, Texas; Hidalgo County; Tax Increment Reinvestment Zone Number Two (2), City of Donna, Texas; and Rhodes Enterprises, Inc. allowing for the County to participate in the Reinvestment Zone.
2. Appointment of one board member to represent the County of Hidalgo on the City of Donna's Tax Increment Reinvestment Zone Number Two (2) Board of Directors.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Project Plan

Link: Ordinance

Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 10/31/2008 06:47 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 10/31/2008 08:47 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 11:31 AM | APRV |
| 4 | Arcy Duran | | 11/07/2008 04:47 PM | NEW |
| Form Started By: Erika Reyna | | | Started On: 10/30/2008 03:52 PM | |
| Final Approval Date: 11/07/2008 | | | | |

River Crossing
DONNA TEXAS

# Tax Increment Reinvestment Zone #2

# Project Plan and Finance Plan

## City of Donna

June, 2008

FINAL

## Table of Contents

**Executive Summary** ..... **1**
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# EXECUTIVE SUMMARY

## Overview of Plan

Tax Increment Reinvestment Zone Number Two, City of Donna, the "River Crossing Development", (the Zone) represents an important opportunity for the future of Donna. It will promote and encourage construction of mixed use commercial, light and heavy industrial, office warehouse, retail, distribution, market rate single family housing, affordable and market rate multi-family housing with a combined value of over $785,000,000. This will be accomplished in an area that has had significant impediments to development due to a lack of infrastructure. A further rationale for creation of this TIRZ is to *maximize* the positive impact of the new Donna International Bridge to the local economy. The new bridge, which is under construction, will have its U.S. side located to the south of the boundaries of the proposed zone.

The commercial and industrial development within the TIRZ zone built in conjunction with the new bridge will position the City and County as a highly attractive location for employers to locate. Creation of the TIRZ will; 1) Increase the population of the area, 2) Provide for a more efficient use of existing city services and infrastructure, 3) Offer employment opportunities to Donna and Hidalgo County residents and 4) Remove low valued vacant land from the tax rolls and replace it with higher value commercial, industrial and residential developments, 5) A portion of the revenue generated by the TIRZ will be used to fund economic development projects within the zone. This will help to ensure that the zone will become a major economic generator for the City.

The land within the proposed zone was annexed in early 2007. Like a number of other tracts of land in the city it has remained vacant because either; the costs associated with developing the land prohibited the efficient use of the property, or the property was unavailable for development when development should have occurred and current development costs are uneconomical. The area within the Zone includes structures and or tracts that are in blighted condition and that are undeveloped and/or underdeveloped. Creation of the TIRZ will allow for construction of new commercial, industrial, mixed-use, single-family and multi-family subdivisions to market that would otherwise be very difficult, if not impossible due to costs that include off-site utility extensions, on-site and off-site utility plant expansions, potential rail line extensions and rail spur extensions, on-site street and utility extensions, drainage improvements and significant park and recreational installations, as well as on site and offsite highway extensions.

The River Crossing TIRZ is located at U.S. Highway 281 and International Boulevard. Please see Appendix "A" for a location map of the property.

## Anticipated Benefits of Development

The projected benefits of the River Crossing development Tax Increment Reinvestment Zone are as follows:

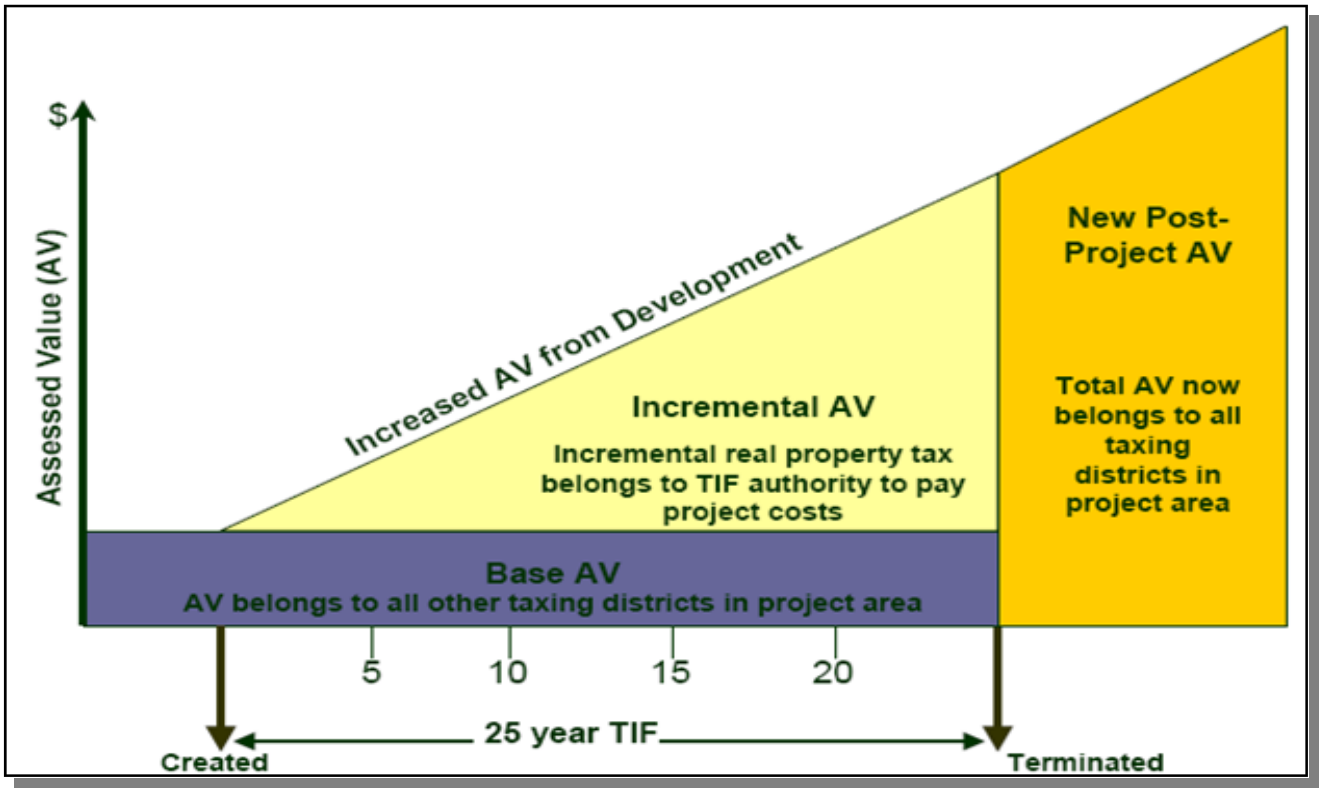
- Donation of land for bridge, road and potential rail related construction.
- New commercial opportunities for area residents and new and relocating companies looking for commercial/industrial building sites.
- Expansion the manufacturing and distribution economic base of the City through new sites for industrial uses.
- Increase employment opportunities for local residents.
- Enhance and increase the population within the area.
- Provide for pedestrian safety and access through sidewalk and street light construction.
- Provide affordable and secure multi-family housing which include handicap adapted units.
- Provide for elementary and middle school sites.
- Enhance the quality of life within the development through landscaping and increased recreational opportunities.
- Create an affordable housing initiative for the benefit of residents inside and outside of the zone.
- Generate significant revenue in the form of sales tax, utility fees, personal property tax, et al.
- Add over +/- $750,000,000 to the tax base of the City and County.
- Maximize the positive economic impact of the new international bridge. The TIRZ will leverage the economic opportunities the bridge creates for the benefit of the City and County residents.

## The TIRZ Concept

A TIRZ or Tax Increment Reinvestment Zone is a financing tool authorized by the State Legislature in Chapter 311 of the Tax Code. The purpose of the statute is to allow municipalities to provide an incentive to develop areas that lack the infrastructure or have other impairments to desirable growth and development.

When a zone is created, the "base value" of the area is frozen for tax purposes. The existing taxing entities continue to receive tax revenues as before. However the increased ("the increment") tax revenue generated by new development within the zone will be used to reimburse costs related to public improvements within the zone as well as other related allowable expenses. The zone will have a life equal to a predetermined number of years. Upon reaching that date, or all costs having been reimbursed, whichever comes first, the zone will terminate. Upon termination, the increased tax revenue belongs to the respective taxing entities.

## TIF ASSESSED VALUE (AV) OVER PROJECT LIFE



## Project Plan

The River Crossing Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan provide a long term program to increase business opportunities, economic vitality and population within the District.

The economics of attracting more commercial and industrial development as well as the development of affordable and market rate housing will be greatly enhanced utilizing TIF to finance public infrastructure improvements and economic development initiatives.

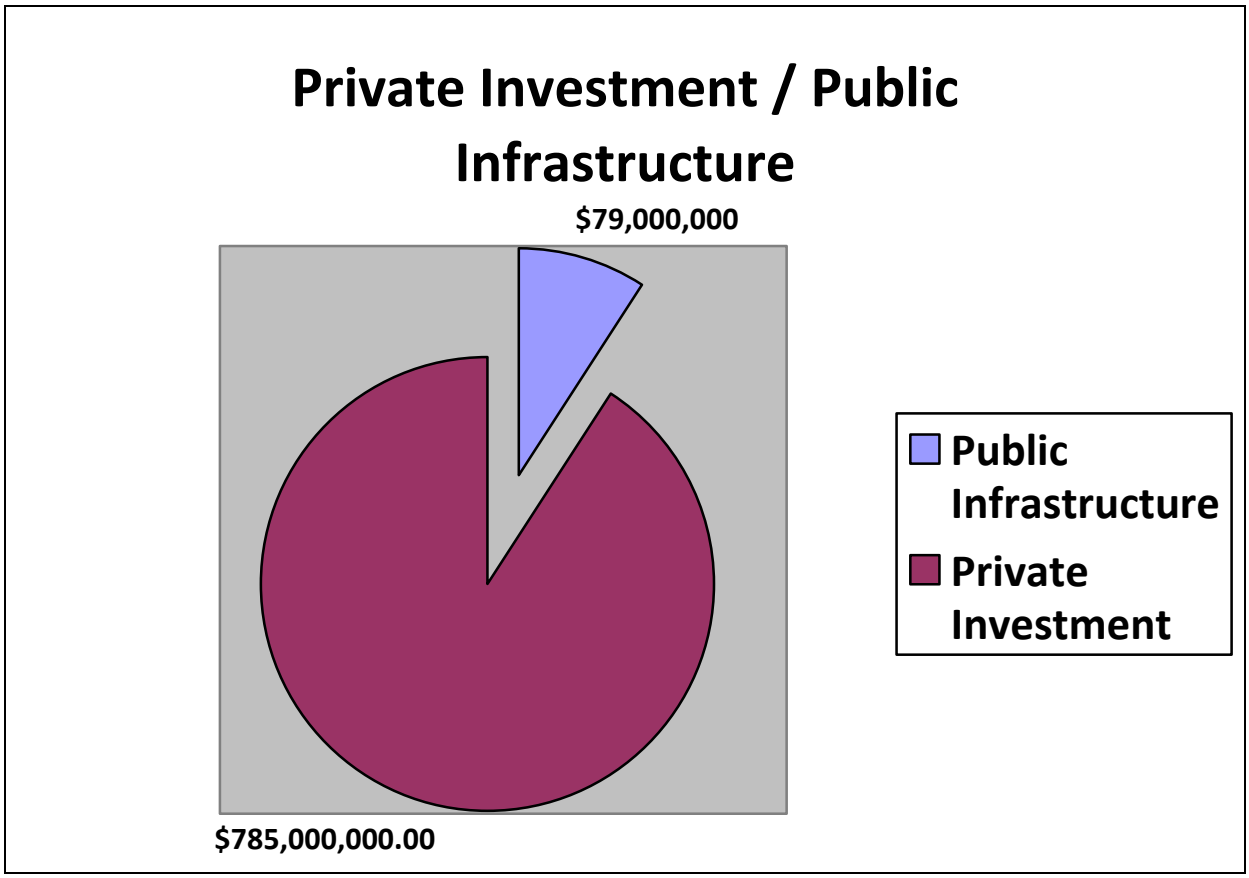
The following specific objectives set the framework for the planed public improvements within the River Crossing Tax Increment Reinvestment Zone District:

- Dedicate or provide land as required in support of the new bridge road extensions which to serve it.
- Complete infrastructure to support +/-343 acres of new industrial development with a value of $240,000,000.
- Complete infrastructure to support +/-186 acres of new commercial development with a value of $307,500,000.
- Complete infrastructure to support +/-1,592 new residential dwellings with a value of $238,000,000.
- Plan the infrastructure for a potential new rail extension in support of industrial commercial building sites.
- Construct primary public streets and utility work to create access for planned developments.
- Work with the Texas Department of Transportation to facilitate road construction within and outside the Zone.
- Execute on an aggressive marketing plan to attract new manufacturing, distribution and other business to the zone. It is proposed that a portion of the revenue generated within the zone be used to provide incentives to attract and promote new business and development.
- Provide attractive, safe pedestrian environments through landscaping, lighting and construction of sidewalks in the multi-family, single-family and commercial areas of the development.

- Construct sewage treatment and water storage facilities to enhance regional development.

- Coordinate an effort to establish an affordable housing initiative, offering up to $5,000,000 in housing assistance loans and grants to benefit local residents.

### Planned Private Development vs. Public Infrastructure Investments



## Planned Private Development

The River Crossing Tax Increment Reinvestment Zone District development program includes;

- 4,741,800 Square Feet of Industrial Development
- 2,430,000 Square Feet of Mixed Use commercial, office and retail
- 300 Multi-family Homes
- 1,592 Single Family Homes
- 100 plus acres of regional, neighborhood and pocket parks

The total private investment is forecasted to be in excess of $ 758,334,000

## Public Improvements

The public improvements enumerated in the Project Plan provide for approximately $55,000,000 of on-site streets, drainage, sewer, water and parks and off-site sewer treatment and water storage improvements and other project costs. Included in the scope of the plan are over 2000 feet of potential rail line improvements. The improvements planned for the River Crossing TIRZ District are designed to fully meet the short and long-term needs necessary to ensure growth and investment in the area.

In addition, the TIRZ will fund an aggressive program to attract new business and employers within the zone. The TIRZ will also fund an affordable housing initiative. These funds will be used both inside and outside of the zone to benefit low income families in the City and County.

## Existing Uses

The area in which the zone is to be located is primarily composed of vacant farm and ranch land.

## TIRZ Zoning

The Zone property is currently zoned Agriculture-Open District. The Developer has pre-annexation land use rights to develop the project according to the approved land plan. It is anticipated that prior to construction of any unit in the TIRZ the TIRZ Board will rezone the property according to the land use plan for the project, these zoning changes will include industrial, C-1, C-1A, C-2A, C-2L and both single-family and multi-family as depicted on the preliminary Master Plan. The areas and respective uses depicted on the said Exhibit will be, generally the zoning changes required to implement the project.

## Description of Zone

The River Crossing TIRZ will be located in the southern sector of Donna. The property is predominantly vacant and is located in an area that has not seen new commercial, single-family or multi-family housing. The property is approximately 930 acres in size.

**A survey with field notes that show the above property is attached in the exhibits.**

## Project Feasibility

The feasibility of any development has two aspects that must be looked at, financial feasibility and market feasibility. Is the project financially feasibility, can it be developed and brought to market at a price that allows for market rate product to be built. The second aspect is market feasibility, are their consumers for the product to be built.

The purpose of the Tax Increment Reinvestment Zone (TIRZ) is to address the financial aspect of the development. The TIRZ incremental funds provide for the difference between the costs of development and what the market will allow, thereby insuring the financial feasibility of the project.

Market feasibility addresses issues relating to product absorption, type of product and demand. The 2000 census revealed that 29% or 1,188 of the housing units in Donna were renter occupied compared with 36% for the Texas as a whole. While it looks like the numbers are comparable generally in smaller cities the number of rental housing units is usually less than 20% while in larger cities the number is generally in the 40% range in larger cities within South Texas (i.e. San Antonio) in 2000, 46.01% of the housing units were renter occupied. This large pool of renters provides a ready market for homes in the price ranges that address Donna median or average family incomes. In 2000 the median family income in Donna was $22,500 by 2005 it is estimated that the median family income was $24,863. Median income is that number at which half of all family incomes fall below and half of family incomes are above. Builders tend to use average family income as a benchmark as this indicates to them the potential for buyers that qualify for home ownership. An additional component of the demand for housing is the increase or decrease in population projected within a market. The population of Donna increased by 3,102 between 1990 and 2000 census from 12,751 to 15,853, a 24% increase. The estimated population for 2005 is 16,449, an increase of 29%. This population increase is reflected in the rate of family formation, which is a key number for builders of single-family homes. It is estimated that the City of Donna will grow by 131% by the year 2020 to 29,535. We feel that the development project outlined here can have a significant positive impact on the growth in Donna based on job creation and the higher than average quality of residential development that will attract buyers currently living outside of the city.

The National Association of Homebuilders reports that the construction of a typical single-family home generates 1 job for 1 year, 1/2 of that job is on-site and the other 1/2 is in the manufacture and distribution of the materials going into the home. Using these statistics development within the zone should generate 80 construction jobs per year over the ten years of home construction

and an additional 80 jobs per year in the local manufacturing and distribution sectors of the economy related to the residential construction. With regard to the industrial and commercial development it is anticipated that a total of 240+ jobs per year over a fifteen year period will be generated. Using generally accepted industry standards there will be 1 job created in the Zone for every 2,000 square feet of industrial space, 1 job for every 200 square feet of office space, 1 job per 500 square feet of retail space and 1 job for every 375 feet of restaurant/food service space. Additional employment will occur through the construction of other public improvements but there is not a meaningful way of measuring these job gains.

Data obtained from the Texas Education Commission for the Donna ISD for the 2004-2005 school year indicates that the district has a student teacher ratio of 1 teacher for every 15 students and a staff student ratio of 1 staff to 8.9 students. New home construction in the price ranges projected for the TIRZ are generally appealing to families with children, subtracting the destination retirement housing of 10% from the total single-family homes planned for the development leaves approximately 1,433 homes available for families with children. For planning purposes most school districts use a figure of 1.9 students per household for new home construction. This means on average that the River Crossing development will generate approximately 272 new students per year over the 10 years of new home construction. This increase in students will result in the hiring of 18 new teachers per year and 30 school support staff per year for a total of 480 new school hires over the 10 year period.

Based upon the income levels in Donna and projected increases in population from expanding employment opportunities there is adequate demand for the types of housing being produced in the price ranges planned for the development within the time frame projected for completion.

# FINANCING PLAN

## Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. The Act also allows the Zone to participate in the funding of improvements outside the Zone if the improvements benefit the Zone At the time an area is designated a reinvestment zone for tax increment financing, the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." The base can also include sales tax revenue collected from within the Zone in the prior year. Taxing units levying taxes in the zone during its life are usually limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise and there will be an increase in sales tax revenue as well. This rise in new ad valorem value is called the "captured appraised value." Then the taxes that are collected by the participating taxing jurisdictions on the increment between the frozen value and the new higher value, as well, as the increase in sales tax (if allowed), the tax increment, are deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising their tax rate during the life of the zone.

## Financing Plan

The Reinvestment Zone Financing Plan provides approximately +/-$79,500,000 of planned public improvements and tax increment allowable expenses to be paid for with TIRZ increment funds including interest. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the River Crossing TIRZ District.

Financing Method: Initial financing is being accomplished through equity invested by the developer through conventional land development bank loans, the issuance of Bonds when available, as well as other funding services. No taxing jurisdiction is guaranteeing the repayment of these loans; they remain the obligation of the developer unless Bonds are issued. Other public improvements included in the Project Plan will be funded through similar financing sources and reimbursed to the developer, as incremental TIRZ revenue is available. Tax Increment Revenue Bonds are projected to be issued for the project by the City of Donna. If bonds are issued, tax increment (including sales tax) from the Zone will serve as repayment source for the bonds.

Financing Policy: The goal of the River Crossing TIRZ District is to borrow only those funds needed to finance the critical improvements as described in the Development Agreement in order to reduce interest expense.

Long Term Financing: The developers of the industrial and commercial sites, the multi-family units and the single family homes will arrange for long term financing for their individual projects.

Timing of Debt: The bonds required for critical improvements will be issued in the first twelve (12) months after approval of the Plan. The local participation (City/County) will be included in the amount of issuance but will not include the amount of contingency identified in the Financing Plan. Every effort will be made to keep the local participation as low as possible to reduce interest cost. The taxing entities will have no liability for the bonds issued for the critical improvements.

## Financial Assumptions

No tax rate changes or inflation has been factored into the financial pro forma's for the District. All projections assume that taxable appraised value and tax rates will remain unchanged over the entire 30 year life of the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged.

## Financial Feasibility

The private development plans and, public improvement program, budgets and general financing strategy and financial assumptions are addressed in the Finance Plan. Based upon a set of conservative assumptions and analysis of the project-financing plan, the River Crossing TIRZ consultants have concluded that the plan is feasible.

## Financial Policies

The River Crossing Board of Directors will adopt rules governing the management of the TIRZ. These rules are designed to insure conformity with all Tax Code rules and regulations regarding bidding of public works projects. Additional guidelines and requirements are contained in the participation agreements between Hidalgo County, the City of Donna and the River Crossing TIRZ District.

The River Crossing TIRZ Board of Directors may from time-to-time recommend amendments to these financial policies, which will affect the operation of the TIRZ District.

## Conclusions

Based upon a set of conservative assumptions and analysis of the River Crossing Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The TIRZ District Board of Directors has concluded that the TIRZ District Project Plan and Reinvestment Zone Financing Plan is feasible.

The success of the TIRZ District project plan will encourage other large planned mixed-use developments. The new residential population base; will support an expanding retail base, will supplement the existing job market and will attract additional private development into the TIRZ area and serve to stabilize and enhance future property values. The project will also enhance and maximize the economic job growth potential of the new international bridge by building the infrastructure to support significant industrial and commercial growth within the zone.

# APPENDIX

## TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

### Project Plan

| | |
|---|---|
| 1. Map of existing uses and conditions | Exhibit 1 |
| 2. Map of proposed improvements and uses | Exhibit 2 |
| 3. Survey and Field Notes of Property | Exhibit 3 |
| 4. Project Feasibility | Page 9, and 10 |
| 5. Proposed zoning changes | Page 7 |
| 6. Estimated non-project costs | None claimed |
| 7. Relocation plan for current residents | Not Applicable |

### Financing Plan

| | |
|---|---|
| 1. Detailed estimate of project costs. | Sources and Uses Page Finance Plan |
| 2. Proposed public improvements | Sources & Uses Page Finance Plan |
| 3. Project Timeline | Summary Page Finance Plan |
| 4. Estimated amount of bonded indebtedness | Revenue Page Finance Plan |
| 5. Time when costs/obligations will be incurred | Sources and Uses Page Finance Plan |

| | |
|---|---|
| 6. Methods of financing, sources of Revenue | Revenue Page Finance Plan |
| 7. Current total appraised value. | Summary Page Finance Plan |
| 8. Estimated captured appraised value | Revenue Page Finance Plan |
| 9. Duration of Zone | Summary Page Finance Plan |

# Exhibit 1

## Map of Existing Uses and Conditions

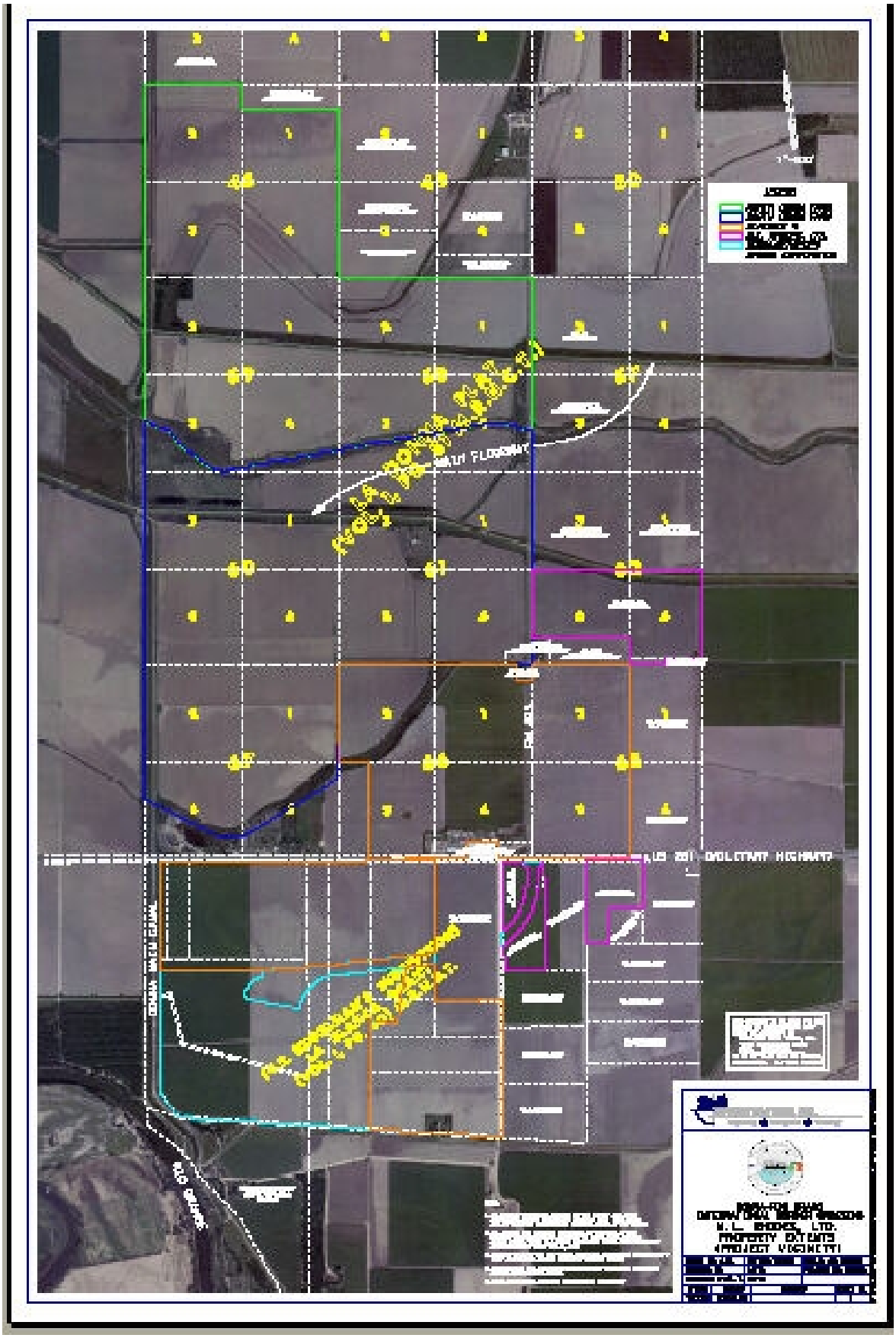

US 201 DOLLYMAT HIGHWAY
RED CREEK

Exhibit 2

Map of Proposed Improvements and Uses

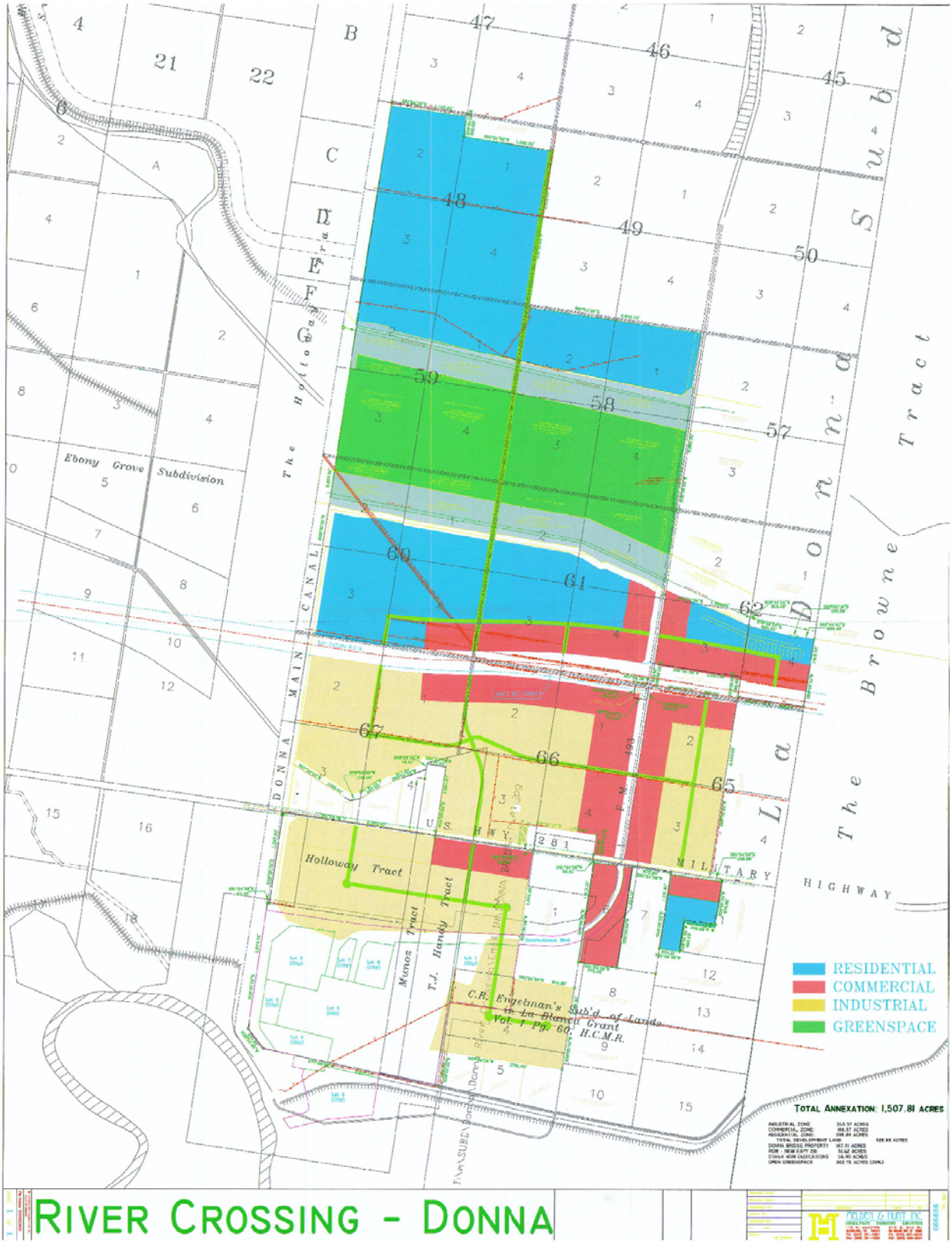
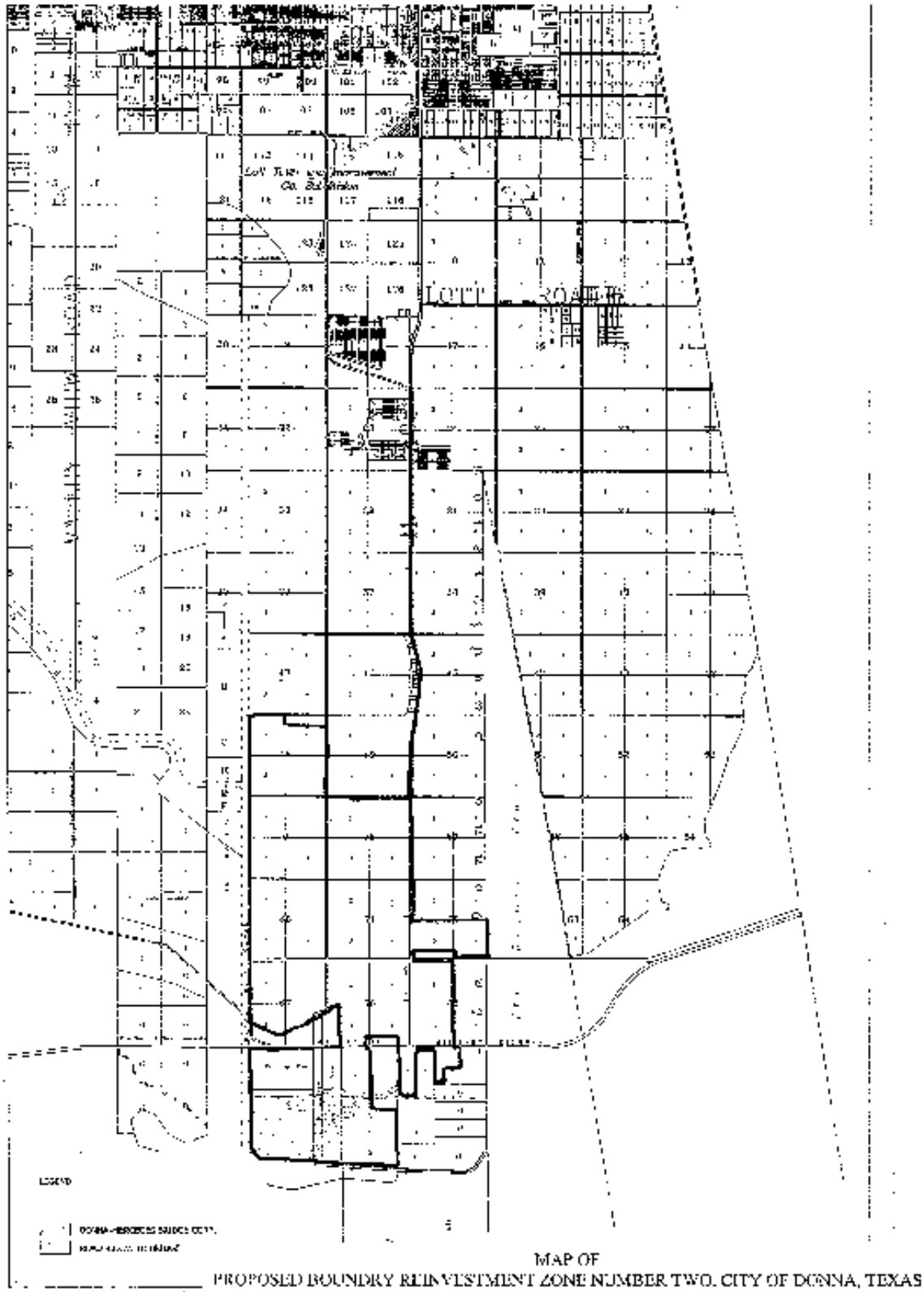
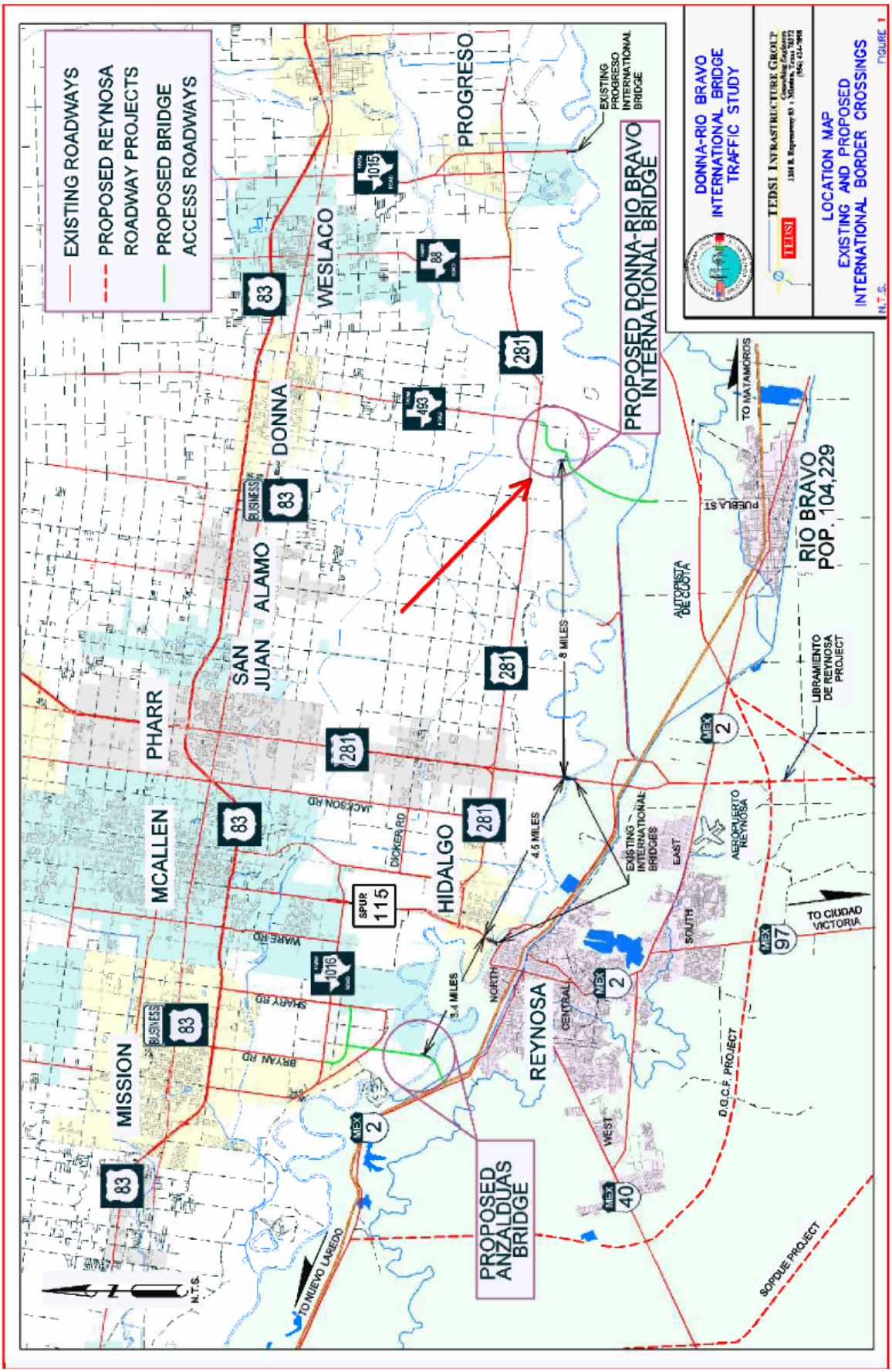

RESIDENTIAL
COMMERCIAL
INDUSTRIAL
GREENSPACE
TOTAL ANNEXATION: 1,507.81 ACRES
RIVER CROSSING - DONNA

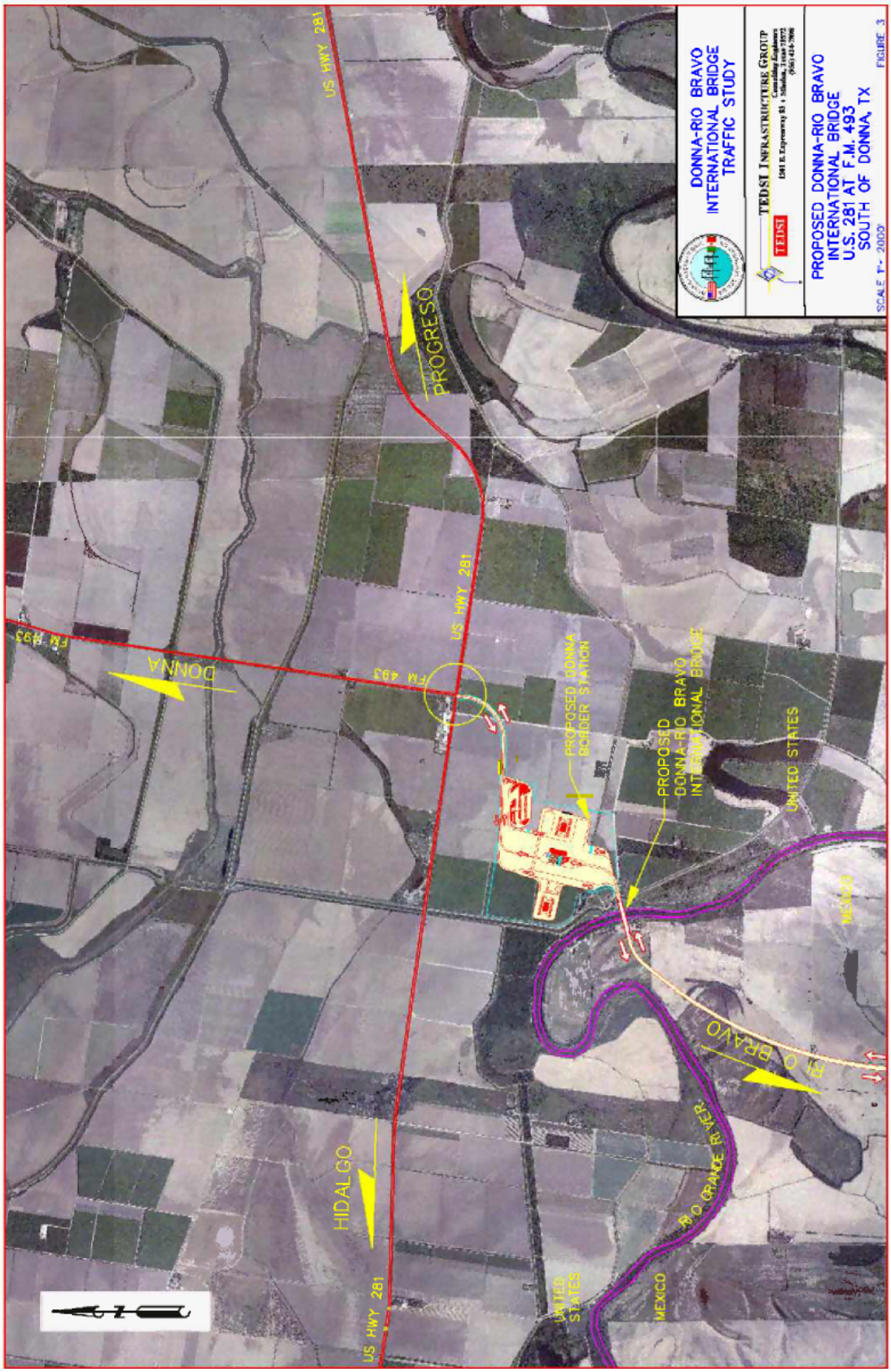
Exhibit 3

Survey and Field Notes of Property



MAP OF
PROPOSED BOUNDRY REINVESTMENT ZONE NUMBER TWO, CITY OF DONNA, TEXAS
EXHIBIT A


EXISTING ROADWAYS
PROPOSED REYNOSA ROADWAY PROJECTS
PROPOSED BRIDGE ACCESS ROADWAYS
PROPOSED DONNA-RIO BRAVO INTERNATIONAL BRIDGE
EXISTING PROGRESO INTERNATIONAL BRIDGE
PROPOSED ANZALDUAS BRIDGE
PROGRESO
WESLACO
DONNA
SAN JUAN
ALAMO
PHARR
MCALLEN
MISSION
HIDALGO
REYNOSA
RIO BRAVO POP. 104,229
TO MATAMOROS
TO CIUDAD VICTORIA
TO NUEVO LAREDO
AUTOPISTA DE CUOTA
LIBRAMIENTO DE REYNOSA PROJECT
AEROPUERTO REYNOSA
EXISTING INTERNATIONAL BRIDGES
8 MILES
4.6 MILES
3.4 MILES
D.G.C.F. PROJECT
SOPDUE PROJECT
DONNA-RIO BRAVO INTERNATIONAL BRIDGE TRAFFIC STUDY
TEDSI INFRASTRUCTURE GROUP
LOCATION MAP
EXISTING AND PROPOSED
INTERNATIONAL BORDER CROSSINGS
FIGURE 1
N.T.S.


DONNA-RIO BRAVO
INTERNATIONAL BRIDGE
TRAFFIC STUDY
TEDSI INFRASTRUCTURE GROUP
PROPOSED DONNA-RIO BRAVO
INTERNATIONAL BRIDGE
U.S. 281 AT F.M. 493
SOUTH OF DONNA, TX
FIGURE 3
US HWY 281
PROGRESO
DONNA
FM 493
PROPOSED DONNA
BORDER STATION
PROPOSED
DONNA-RIO BRAVO
INTERNATIONAL BRIDGE
UNITED STATES
MEXICO
RIO BRAVO
RIO GRANDE RIVER
HIDALGO
US HWY 281
UNITED
STATES
MEXICO

Miscellaneous Exhibits

**ORDINANCE NO. P-2008-05-64**

**DESIGNATING THE RIVER CROSSING DEVELOPMENT PROJECT BEING A +/- 1528 ACRE AREA LOCATED IN THE SOUTHERN MOST AREA OF THE CITY AS A TAX INCREMENT REINVESTMENT ZONE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION DATE FOR THE ZONE; NAMING THE ZONE "REINVESTMENT ZONE NUMBER TWO, CITY OF DONNA, TEXAS"; ESTABLISHING A TAX INCREMENT FUND; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**WHEREAS,** the City Council (the "Council") of the City of Donna, Texas (the "City") desires to support revitalization, economic development and job creation activities for the community through the construction of the RIVER CROSSING Development Project (the "Project"), to be funded in whole or in part through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named, and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act (the "Act"), Texas Tax Code, Chapter 311; and

**WHEREAS,** the City received a petition for Zone designation by owners representing over 50% of the appraised value of the land in the proposed Zone; and the City agrees to create the Zone as petitioned; and

**WHEREAS,** the proposed public improvements for the area may include the design and construction of streets with curbs, sidewalks, drainage, sewer, water, utilities, street lights and other public improvements which may be provided for in a Development Agreement to be considered by Council at a later date; and

**WHEREAS,** pursuant to the Act, the City may designate a contiguous geographic area within the jurisdiction of the City to be a Zone if the area satisfies certain sections of the Act; and

**WHEREAS,** §311.0031 of the Act states that an area designated as an enterprise zone under Chapter 2303 of the Government Code constitutes designation of the area as a reinvestment zone without further hearing or other procedural requirements; and

**WHEREAS**, on November 5, 2007, the Council adopted Resolution No. 2007-11-02, expressing its intent to create the proposed Zone in order to encourage the growth and development of new housing opportunities within the City limits; and

**WHEREAS,** pursuant to §311.003(e) of the Act, the City sent written notice to the governing body of each taxing unit that levies real property taxes in the proposed Zone of the City's intent to create a Tax Increment Reinvestment Zone within the corporate limits of the City to reimburse those certain costs associated with the Project, providing 60-days notice or requesting waiver of the notice requirement prior to the public hearing, as required by the Act; and

**WHEREAS,** both the governing bodies of the County of Hidalgo and the Donna Independent School District have taken action waiving such notice in furtherance of creation of the Zone, and

**WHEREAS,** pursuant to §311.003(b) of the Act, the City has distributed a copy of the Preliminary Finance Plan to the governing body of each taxing unit that levies taxes on real property in the proposed Zone, and

**WHEREAS**, pursuant to §311.0031 of the Act a public hearing is not required because the City of Donna is an enterprise zone under Chapter 2303 of the Government Code: but the City shall conduct a public hearing for the benefit of its residents and to foster open government.

**WHEREAS,** it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DONNA:**

**SECTION 1. FINDINGS.** The City hereby finds and declares that: (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone area meets the requirements of Section 311.005(a)(5) of the Act, being that the Zone area:

> (1) is an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the municipality by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City, pursuant to the Act, further finds and declares that:

> (1) the proposed Zone is a contiguous geographical area located wholly within the corporate limits of the City of Donna;
> (2) the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen (15%) of the total appraised value of taxable real property in the City and in industrial districts created by the City;
> (3) the proposed Zone does not contain more than fifteen (15%) of the appraised value of real property taxable by Hidalgo County or by the Donna Independent School District; and
> (4) development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

**SECTION 2. DESIGNATING THE AREA AS A REIVESTMENT ZONE.** The area located in the most recently annexed, southern most part of the City and being commonly referred to as the "River Crossing Development Project", with the boundaries as more specifically described in exhibits A and B attached hereto, and officially assigned the name as

designated in Section 5 below (which reinvestment Zone so described, named and designated is hereinafter referred to as the "Zone"), is hereby designated as a Tax Increment Reinvestment Zone pursuant to Chapter 311, Texas Tax Code.

**SECTION 3. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE.** Attached hereto as Exhibits "A" & "B" which are incorporated herein as if a part hereof, is a field note description and a map depicting the boundaries of the Zone, which consists of approximately 2000+/- acres of real property within the corporate limits of the City;

**SECTION 4. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE.** There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights, powers and duties as provided by the Act, including but not limited to §311.010, to include the powers provided under Chapter 211 of the Texas Local Government Code pursuant to §311.010(c) the Board shall consist of nine (9) members and have the following composition:

a) Six (6) members appointed by the City of Donna, Texas by resolution of the City Council and meeting the requirements of §311.009(e) (2) of the Texas Tax Code; and
b) One member appointed by Hidalgo County, Texas; and
c) The member of the State Senate of District _____, or their designee; and
d) The member of the State House of Representatives of District _____, or their designee.

**SECTION 5. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE.** The Zone shall take effect immediately upon passage of the ordinance (the "Effective Date"), and continue until its termination date of May 29, 2038 (the "Termination Date"), unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds, or as authorized or permitted by law, or extended as may be allowed by law.

**SECTION 6. ASSIGNING A NAME TO THE ZONE.** The Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER TWO, CITY OF DONNA, TEXAS."

**SECTION 7. TAX INCREMENT BASE.** The Tax Increment Base for the Zone is the total appraised value of all real property within the zone and taxable by the City and located in Zone, determined as of January 1, 2008, the year in which the Zone was designated as a Tax Increment Reinvestment Zone (the "Tax Increment Base").

**SECTION 8. ESTABLISHMENT OF A TAX INCREMENT FUND.** There is hereby created and established in the depository bank of the City, a fund to be called the "REINVESTMENT ZONE NUMBER TWO, CITY OF DONNA, TEXAS TAX INCREMENT FUND" (herein call the "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

**SECTION 9. INCORPORATION OF RECITALS.** The Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Council hereby incorporates such recitals as a part of this Ordinance.

**SECTION 10. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 11. EFFECTIVE DATE.** The Zone shall take effect immediately upon passage of this ordinance, pursuant to §311.004(a)(3) of the Act.

**PASSED AND APPROVED UPON FIRST READING ON THIS 14TH DAY OF MAY, 2008.**

**PASSED, APPROVED AND ADOPTED UPON SECOND AND FINAL READING ON THIS 29TH DAY OF MAY, 2008.**

CITY OF DONNA
DONNA, TEXAS

Ricardo L. Morales

**Ricardo Morales**
**Mayor**

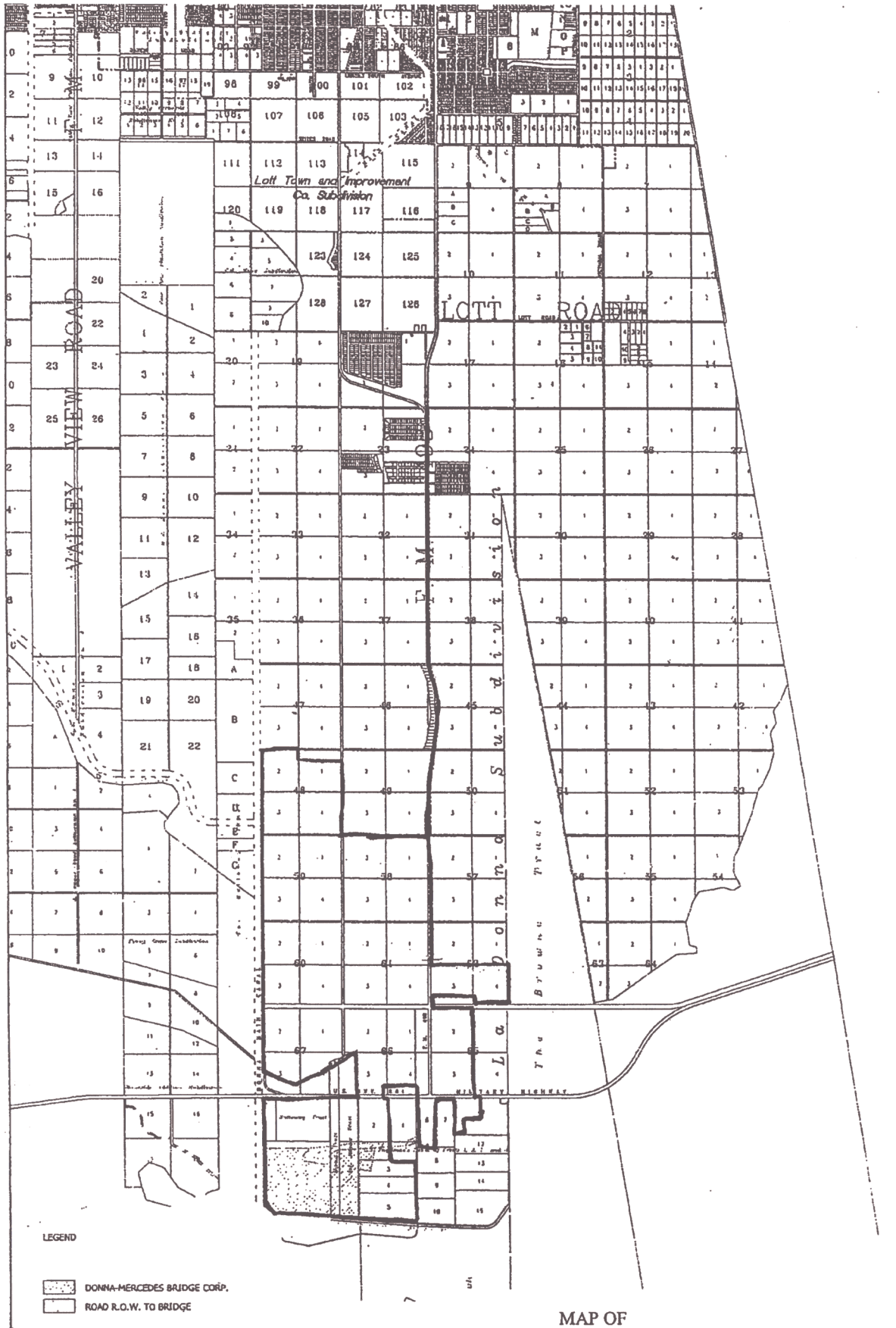
**Attest:**

Martha Alvarado

**Martha Alvarado**
**City Secretary**

**Approved as to form and substance:**

**Javier Villalobos**
**City Attorney**




MAP OF
PROPOSED BOUNDRY REINVESTMENT ZONE NUMBER TWO, CITY OF DONNA, TEXAS

**EXHIBIT A**

March 7, 2007

# METES AND BOUNDS
# ANNEXATION TO THE CITY OF DONNA
# HIDALGO COUNTY, TEXAS

A tract of land containing 1,528.16 acres situated in the County of Hidalgo, Texas, described as follows:

BEGINNING at the Northeast corner of Lot 1, Block 58, LA DONNA PLAT SUBDIVISION, according to the map thereof recorded in Volume 1, Page 51, Hidalgo County Map Records;

THENCE, S 08° 35' 22" W along the East lines of Blocks 58 and 61, La Donna Plat Subdivision and within the right-of-way of FM Road 493, a distance of 3,960.00 feet to the Southeast corner of Lot 1, Block 61;

THENCE, S 81° 24' 38" E along the North line of Lot 3, Block 62, La Donna Plat Subdivision, a distance of 1,320.00 feet to the Northeast corner of said Lot 3;

THENCE, S 08° 35' 22" W along the East line of Lot 3, Block 62, La Donna Plat Subdivision, a distance of 214.40 feet;

THENCE, along the South boundary of the Levee Easement to Hidalgo County Drainage District No. 1 (Vol.330 Pg.497 H.C.D.R.), to Hidalgo County (Vol.455 Pg.441 H.C.D.R.) and to the United States of America (Vol.457 Pg.461 H.C.D.R.), as follows: S 76° 33' 37" E a distance of 625.00 feet, S 83° 25' 19" E a distance of 105.39 feet and S 82° 45' 43" E a distance of 256.40 feet;

THENCE, S 08° 33' 15" W along the East line of Lot 4, Block 62, La Donna Plat Subdivision, a distance of 962.50 feet;

THENCE, N 81° 24' 38" W along the North line of a tract described in a Deed to San Benito Rio Grande Valley Railroad Company (Vol.184 Pg.311 H.C.D.R.), a distance of 985.00 feet;

THENCE, S 08° 35' 22" W along the East lines of Lot 3, Block 62 and Lots 2 and 3, Block 65, La Donna Plat Subdivision, a distance of 2,740.00 feet to the Southeast corner of said Lot 3, Block 65;

THENCE, S 81° 24' 38" E along the South line of Lot 4, Block 65, La Donna Plat Subdivision and within the right-of-way of U.S. 281-Military Highway, a distance of 189.96 feet;

THENCE, S 08° 35' 22" W within Lot 11, out of the C. R. Engelman Subdivision of Lands in the La Blanca Grant according to the plat thereof recorded in Volume 1, Page 60, Hidalgo County Map Records, a distance of 678.85 feet;

THENCE, N 81° 24' 38" W within Lot 11 in said C. R. Engelman Subdivision and along the North line of a 5.0-acre tract described in Document #898108, Hidalgo County Official Records, a distance of 466.69 feet;

THENCE, S 08° 35' 22" W within Lot 11 in said C. R. Engelman Subdivision and along the West line of said 5.0-acre tract described in Document #898108, Hidalgo County Official Records, a distance of 466.69 feet;

THENCE, N 81° 24' 38" W along the South line of said Lot 11, C. R. Engelman Subdivision, a distance of 300.21 feet to the Southwest corner of said Lot 11;



EXHIBIT
B
tabbies

THENCE, N 08° 35' 22" E along the East line of said Lot 11, C. R. Engelman Subdivision, a distance of 1131.91 feet to the Northwest corner of said Lot 11;

THENCE, N 81° 24' 38" W along the North of Lot 7 in said C. R. Engelman Subdivision of Lands in the La Blanca Grant and within the right-of-way of U.S. 281-Military Highway, a distance of 575.80 feet to the Northeast corner of Lot 6 in said C. R. Engelman Subdivision of Lands in the La Blanca Grant;

THENCE, S 08° 35' 22" W along the East line of said Lot 6, C. R. Engelman Subdivision, a distance of 1513.10 feet to the Southeast corner of said Lot 6;

THENCE, N 81° 24' 38" W along the South line of said Lot 6, C. R. Engelman Subdivision, a distance of 575.80 feet to the Southwest corner of said Lot 6;

THENCE, N 08° 35' 22" E along the West line of said Lot 6, C. R. Engelman Subdivision, a distance of 1,530.10 feet to the Northwest corner of said Lot 6;

THENCE, N 81° 24' 38" W along the North of Lot 1 in said C. R. Engelman Subdivision of Lands in the La Blanca Grant and within the right-of-way of U.S. 281-Military Highway, a distance of 20.31 feet;

THENCE, N 08° 27' 23" E at a distance of 79.96 feet pass the North right-of-way line of U.S. 281-Military Highway, continuing now along the East line of a 7.0-acre tract described in Volume 892 page 237, Hidalgo County Deed Records, for a total distance of 379.96 feet;

THENCE, N 81° 32' 37" W along the North line of said 7.0-acre tract described in Volume 892 page 237, Hidalgo County Deed Records, a distance of 1016.40 feet;

THENCE, S 08° 27' 23" W along the West line of said 7.0-acre tract described in Volume 892 page 237, Hidalgo County Deed Records, at a distance of 300.00 feet pass the North right-of-way line of U.S. 281-Military Highway, continuing for a total distance of 377.60 feet;

THENCE, S 81° 24' 38" E along the North of Lot 2 in said C. R. Engelman Subdivision of Lands in the La Blanca Grant and within the right-of-way of U.S. 281-Military Highway, a distance of 122.51 feet;

THENCE, S 08° 35' 22" W along the East line of said Lot 2, C. R. Engelman Subdivision, a distance of 1,905.90 feet to the Southeast corner of said Lot 2;

THENCE, S 81° 24' 38" E along the North of Lot 3 in said C. R. Engelman Subdivision of Lands in the La Blanca Grant, a distance of 914.20 feet to the Northeast corner of said Lot 3;

THENCE, S 08° 35' 22" W along the East lines of said Lots 3, 4 and 5, C. R. Engelman Subdivision of Lands in the La Blanca Grant, a distance of 1,208.80 feet;

THENCE, N 81° 24' 38" W within Lot 5 in said C. R. Engelman Subdivision of Lands in the La Blanca Grant, a distance of 1,791.80 feet;

THENCE, S 08° 35' 22" W along the East line of the Handy Tract as shown in the plat of C. R. Engelman Subdivision of Lands in the La Blanca Grant (Vol.1 Pg.60 H.C.M.R.), a distance of 524.50 feet;

THENCE, N 77° 48' 59" W along the South line of the Handy and the Muñoz Tracts, and its extension as shown in the plat of C. R. Engelman Subdivision of Lands in the La Blanca Grant (Vol.1 Pg.60 H.C.M.R.), a distance of 2,615.17 feet;

THENCE, N 38° 04' 45" W along the East line of the 200-foot Donna Irrigation District No.1 Main Canal right-of-way, a distance of 370.90 feet;

THENCE, N 08° 35' 22" E along the East line of the 200-foot Donna Irrigation District No.1 Main Canal right-of-way, a distance of 1,873.74 feet;

THENCE, S 81° 24' 38" E a distance of 27.35 feet;

THENCE, N 08° 35' 22" E along the West line of a certain 11.42-acre tract designated as Tract 8-C in Document #741019 Hidalgo County official Records, a distance of 1,347.00 feet;

THENCE, S 81° 24' 38" E along the North line of said 11.42-acre tract, the North line of the above mentioned Muñoz Tract and within the right-of-way of U.S. 281-Military Highway, a distance of 2,264.20 feet;

THENCE, N 08° 35' 22" E along the extended East line of said Muñoz Tract also being the East line of a certain 8.394-acre tract described in Document #696213, Hidalgo County Deed Records, a distance of 1024.27 feet;

THENCE, N 81° 24' 38" W along a Northern boundary of said 8.394-acre tract described in Document #696213, Hidalgo County Deed Records, a distance of 277.80 feet;

THENCE, S 08° 35' 22" W along a Western boundary of said 8.394-acre tract described in Document #696213, Hidalgo County Deed Records, a distance of 76.81 feet;

THENCE, along the "centerline of the Ruthven Resaca" as follows: S 68° 54' 22" W a distance of 617.32 feet, S 61° 41' 22" W a distance of 450.00 feet, S 79° 55' 22" W a distance of 150.00 feet and N 57° 38' 38" W a distance of 1065.00 feet;

THENCE, N 08° 35' 22" E along the East line of the 200-foot Donna Irrigation District No.1 Main Canal right-of-way and within Blocks 67, 60, 59 and 48 out of La Donna Plat Subdivision (Vol.1, Pg. 51, H.C.M.R.), a distance of 9,822.30 feet;

THENCE, S 81° 24' 38" E along the North line of Lot 2, Block 48, La Donna Plat Subdivision, a distance of 1,120.00 feet;

THENCE, S 08° 35' 22" W along the East line of said Lot 2, Block 48, La Donna Plat Subdivision, a distance of 330.00 feet;

THENCE, S 81° 24' 38" E a distance of 1,320.00 feet;

THENCE, S 08° 35' 22" W along the East lines of Lots 1 and 4, Block 48, La Donna Plat Subdivision, a distance of 2,310.00 feet;

THENCE, S 81° 24' 38" E along the North lines of Lots 2 and 1, Block 58, La Donna Plat Subdivision, a distance of 2,640.00 feet to the POINT OF BEGINNING and containing 1,519.32 acres of land, more or less.

SAVE AND EXCEPT a 200'x200' tract containing 0.918 of one acre, being the North 200 feet of the East 200 feet of Lot 1, Block 66, La Donna Plat Subdivision (Reference Deeds: Vol.352 Pg.151 and Vol.477 Pg.379 Hidalgo County Deed Records).

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
115 West McIntyre
Edinburg, Texas 78541
(956) 381-0981

| | | |
|---|---|---|
| **THE STATE OF TEXAS** | **§** | **RIVER CROSSING TIF –** |
| | **§** | |
| **COUNTY OF HIDALGO** | **§** | |

**INTERLOCAL AGREEMENT**

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

## I. PARTIES & INDEX

### A. Parties

1. THIS INTERLOCAL AGREEMENT is made by and between the **CITY OF DONNA, TEXAS** (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager pursuant to Resolution No. 2008-06-05, passed and approved by the City Council on June 19,,2008; **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on October 28,2008 (hereafter referred to as the "COUNTY"); the **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (2), CITY OF DONNA, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors, established to administer manage and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code, as well as to implement and fund the Project ("ZONE BOARD"); and **RHODES ENTERPRISES, INC.**, the developer and petitioner for creation of the ZONE (hereafter referred to as "DEVELOPER**")**.

Collectively, the CITY, COUNTY, ZONE, and DEVELOPER may be referred to as the "Parties." This Agreement is made pursuant to Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

**If to the City, to:**

City of Donna
307 S. 12th St.
Donna, TX 78537
Attention:
City Manager
Phone: (956) 464-3314
Fax: (956) 464-9923

**With a copy to:**

City of Donna
307 S. 12th St.
Donna, TX 78537
Attention:
Mayor
Phone: (956) 464-3314
Fax: (956) 464-9923

**If to the County, to:**

Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539
Re: River Crossing TIRZ
Attention: Honorable J.D. Salinas,
County Judge
Phone: (956) 318-2600
Fax: (956) 318-2699

**With a copy to:**

Atlas & Hall, L.L.P.
818 Pecan Blvd.
McAllen, TX 78501
Re: River Crossing TIRZ
Attention: Stephen L. Crain
Phone: (956) 628-5501
Fax: (956) 686-6109

**If to the Zone, to:**

Reinvestment Zone Number Two
c/o City of Donna
307 S. 12th St.
Donna, TX 78537
Attention: Mike Rhodes,
Presiding Officer
Phone: (956) 464-3314
Fax: (956) 464-9923

**With a copy to:**

Earl & Associates, P.C.
15303 Huebner, Blg. #15
San Antonio, TX 78248
Phone: (210)222-1500
Fax: (210)222-9100

**If to the Developer, to:**

Rhodes Enterprises, Inc.
14901 N. Ware Rd.
Edinburg, TX 78541
Attention: Mr. Ken DeJarnett
Phone: (956) 287-2800
Fax: (956) 287-2804

**B. Index**

This Agreement consists of the following sections:


| Section | Description | Page |
|---|---|---|
| I. | Parties | 1 |
| II. | Definitions | 3 |
| III. | Background | 5 |
| IV. | Rights and Obligations of COUNTY | 7 |
| V. | Rights and Obligations of CITY and ZONE BOARD | 11 |
| VI. | Rights and Obligations of Developer | 9 |
| VII. | Term and Termination | 10 |
| VIII. | Miscellaneous | 11 |

Exhibit "A" Project Plan & Finance Plan

Exhibit "B" City of Donna Ordinance No. PL-2008-05-65 passed and approved by City on May 29, 2008.

Exhibit "C" Development Agreement

**C. Parts Incorporated**

All of the above-described exhibits are hereby incorporated into this Agreement for all purposes by this reference.

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE is estimated to be an aggregate two hundred forty thousand dollars ($240,000.00), representing $120,000.00 to each of the CITY and the COUNTY.

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VII.A. below.

4. **"**Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

7. "COUNTY" has the meaning set forth in Section I.A.1 above.

8. "DEVELOPER" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

9. "Development Agreement" means the agreement among the DEVELOPER, the ZONE and the CITY attached hereto as Exhibit C.

10. "Financing Plan" means the Final Financing Plan for ZONE as adopted by the Board of Directors of ZONE on June 05, 2008, and approved by City Council of CITY on July 22, 2008, and attached hereto as Exhibit "A".

11. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.

12. "Parties" has the meaning given such term in Section I.A.1 above.

13. "Project" means the River Crossing Development Project, as that project is more specifically identified in the Financing and Project Plan.

14. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way. The Project Costs in the aggregate for the life of ZONE are estimated to be fifty four million five hundred forty five thousand dollars ($54,545,000), plus twenty five million dollars ($25,000,000) in applicable qualifying project costs as more completely set forth in Exhibit "A".

15. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of

Directors of the ZONE on and approved by the CITY Council of the CITY on and attached hereto as Exhibit "A".

16. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

17. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, the year in which the ZONE was designated.

18. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number Two City of Donna, Texas Tax Increment Fund."

19. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

20. The "term of the ZONE" has the meaning set forth in Section III.A. below.

21. "ZONE" means Tax Increment Reinvestment Zone Number Two, City of Donna, Texas, created by the CITY over the Zone Area on May 29, 2008, by Ordinance No. PL-2008-05-64 a description of which is contained in Exhibit "B", attached hereto.

22. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

## III. BACKGROUND

**A.** Resolution of Intent No. 2007-11-02, passed and approved by the City Council of the CITY on November 5 , 2007, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization and development activities for the ZONE, commonly known as the River Crossing Development Project, pursuant to Chapter 311, Texas Tax Code. On May 29, 2008, the City Council of the CITY passed and approved Ordinance No. PL-2008-05-64, which created the ZONE and by which the CITY agreed to be bound to this Agreement pursuant to Section 311.013 of the Texas Tax Code. The Project is located in the southernmost sector of the CITY. The Project generally is located along Business Highway 281.between the United States - Mexico border and the City Limit of Donna as it existed prior to its most recent annexation. The Project is more specifically described on Exhibit A. The Project is in the Donna Independent School District and encompasses approximately 927 +/- acres. The ZONE BOARD will provide funding for public improvements and other Project Costs within the area of the Project. The Tax Increment Base for the ZONE is Two Million Two Hundred Forty Nine Thousand Nine Hundred Forty Six Dollars ($2,249,946.00), and the projected Captured Appraised Value of all the taxable real property in the ZONE at the end of the Agreement Term is Seven Hundred Eighty Five Million Three Hundred Eighty Two Thousand Two Hundred Dollars ($785,382,200.00). Bonds will be issued pursuant to §311.015 of the Texas Tax Code once the DEVELOPER has initiated construction, and when the City is able to issue bonds based on underwriting requirements. The Bonds will be secured by revenue from the Tax Increment as provided for in Section 311.015 and Section 311.0123 of the Texas Tax Code. The Project includes the construction of public infrastructure that will serve a mixed use development. Construction will be carried out in phases as specified in the Development Agreement and Project Financing Agreement, with the last phase commencing in 2024. The total Project Costs is estimated to be fifty four million five hundred forty five thousand dollars ($54,545,000), plus twenty five million dollars ($25,000,000) in applicable qualifying project costs and administrative costs for a total of seventy nine million six hundred sixty five million dollars ($79,665,000.) The developer is RHODES ENTERPISES, INC., (the "Developer"), or its successors, assigns or contractors. The ZONE is projected to terminate on May 29, 2038, unless earlier termination occurs under this Agreement (the "term of the ZONE").

**B.** The ZONE BOARD adopted the Project Plan on June 05, 2008. The CITY approved the Project Plan and Project Financing Plan on July 22, 2008. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. PL-2008-05-65, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

**C.** The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by a Participating Taxing Entity or the ZONE BOARD to finance any costs or improvements on the Project.

## IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

### A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 50% of the revenue generated from its M&O tax rate as assessed and collected on the tax increment for the respective tax year. For the purpose of this Agreement the M&O tax rate shall be calculated as set forth in section IV(B)(9) of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund be greater than $33,818,213.00, over the life of the ZONE beginning with the 2008 tax year.

**2.** The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of $33,818,213.00, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2038 (ending on December, 2038), whichever occurs first. The COUNTY's continued contribution to the Tax Increment Fund is conditioned upon the Developer's continuing and full compliance with the Development Agreement and the existence of the ZONE and in the event the Developer is not in compliance with the Development Agreement, the COUNTY may withhold its contributions without incurring penalty or interest.

### B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2008 by the later of May 1st, 2009 or 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2009, but only for tax year 2008 beginning January 1, 2008. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90$^{th}$ day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the

Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2038.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the report required under section 311.016 of the Texas Tax Code or in any situation in which the CITY is not obligated to pay penalties and interest under the Development Agreement or otherwise.

5. The CITY agrees to comply with the Project Plan and the Development Agreement. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan or the Development Agreement; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan and the Development Agreement without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY, the DEVELOPER and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed thirty three million eight hundred eighteen thousand two hundred thirteen dollars ($33,818,213.00), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code.

9. Notwithstanding anything herein to the contrary, the maximum amount of Tax Increment deposited in the Tax Increment Fund by the COUNTY shall not exceed the amount of taxes collected by the COUNTY in any of the years 2008 through 2038 at fifty percent (50%) of its COUNTY Maintenance and Operation (M&O) tax rate equal to $0.25955 per $100 valuation on the Captured Appraised Value. In the event that the COUNTY M&O tax rate is less than $0.5191 per $100 valuation on the captured appraised value during any of the years 2008 through 2038, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed fifty percent (50%) of the total amount of taxes collected by the COUNTY at the actual M&O tax rate during the year the COUNTY tax rate is less than $0.5191 per $100 valuation. In the event that the COUNTY M&O tax rate is greater than $0.5191 per $100 valuation on the captured appraised value during any of the years 2008 through 2038, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at fifty percent (50%) of the COUNTY'S M&O contribution equal to a tax rate of $0.25955 per $100 valuation on the captured appraised value.

**C. School District Provisions**

The COUNTY understands that the Project is located in the Donna Independent School District. The City and the Zone represent to the COUNTY that the Donna Independent School District is not participating in the ZONE.

**D. Management of the ZONE**

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of nine (9) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

**E. Expansion of the ZONE**

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

## V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

### A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2008 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2038, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed fifty four million five hundred forty five thousand dollars ($54,545,000)(which amount includes the COUNTY's portion of Administrative Cost), plus twenty five million dollars ($25,000,000) in applicable qualifying Project Costs and the CITY's portion of Administrative Costs ($120,000) for a total of seventy nine million six hundred sixty five million dollars ($79,665,000.00)

### B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2008 by April 30, 2009. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2009, but only for the tax year 2008 beginning January 1, 2008. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

### C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

### D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. PL-2008-05-65 passed and approved by City Council of the CITY on May 29, 2008. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above. The parties acknowledge and agree that the Project budget sets out the CITY's portion of Administrative Costs as a separate line

item while it includes the COUNTY's portion of Administrative Costs as part of the contingency line item. Notwithstanding the discrepancy in the handling of their Administrative Costs in such budget, the parties acknowledge and agree that they intend that the CITY's and the COUNTY's Administrative Costs be handled in the same way for all purposes under this Agreement.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE and (iii) to reimburse the DEVELOPER for public improvements, including financing costs, as provided in the Development Agreement and in the Project Plan to the extent that funds are available for this purpose. The Development Agreement is attached hereto as Exhibit "C". The foregoing notwithstanding, no funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

## VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

### A. Agreement by Developer

In return for the covenants and agreements made by the CITY, the COUNTY, and the ZONE, the DEVELOPER agrees to faithfully perform its obligations under this Agreement and the Development Agreement.

### B. Rights of Developer

1. The CITY, the COUNTY, and the ZONE agree and acknowledge that DEVELOPER is making the commitments identified herein in reliance on the commitments made by the CITY and the COUNTY to timely contribute their respective Tax Increments to the Tax Increment Fund as they become due, and on the commitment of the ZONE to properly process payments and reimbursements for proper work completed by the DEVELOPER and/or its assigns, contractors or subcontractors.

2. The DEVELOPER shall have the right to serve as Project Manager for the construction and installation of all public improvements and public infrastructure identified in the Project Plan and Project Financing Agreement.

3. DEVELOPER shall have the right to adjust or prioritize the schedule of construction of improvements within each Phase of the Project, provided that such adjustment or prioritization does not cause a material change in the Project Financing Plan.

4. DEVELOPER shall have the right to use anticipated reimbursements and other rights under this Agreement and the Development Agreement to obtain financing for funding required to construct improvements within the development, including the use of such reimbursements or rights as collateral, or the factoring of such rights and obligations to third parties.

## VII. TERM AND TERMINATION

**A. Agreement Term and Termination**

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until May 29, 2038, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2008 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after May 29, 2038.

**B. Early Termination**

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified in Section IV.B. above, except the CITY may terminate the ZONE if the DEVELOPER ceases to undertake said improvements as set out in the Development Agreement or the DEVELOPER fails, for three (3) consecutive years or more, to (i) commence as scheduled in the Project Plan construction activities on any remaining improvements in the Project that are specified in the Development Agreement to be a part of the Project; or (ii) timely make any public infrastructure improvements that qualify as Project Costs, as defined in Section 311 of the Texas Tax Code, that are specified in the Development Agreement to be a part of the Project. Termination of the ZONE or participation in the ZONE by a taxing unit shall be subject to Section 311.013 of the Texas Tax Code.

**C. Disposition of Tax Increments**

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

## VIII. MISCELLANEOUS

**A. Understanding**

Any and all costs incurred by the DEVELOPER are not, and shall never become, general obligations or debt of any Participating Taxing Entity. With respect to the DEVELOPER's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the DEVELOPER shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. _____ dated June _____, 2008. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds. There shall also be no recourse against any Participating Taxing Entity, public official, ZONE, or ZONE BOARD if all or part of the DEVELOPER contributions or costs are not reimbursed due to insufficient tax revenue generated by the ZONE.

**B. Severability**

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

**C. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

**D. Written Amendment**

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

**E. Notices**

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

**F. Non-Waiver**

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**G. Assignment**

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

**H. Successors**

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

**I. Project Plan**

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Council of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

**J. Access to Financial Information**

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

**K. Development Agreement**

The CITY has entered into a written Development Agreement with the DEVELOPER that is binding on the CITY and the ZONE BOARD related to the Project and the development of the ZONE, a copy of which is attached hereto and incorporated herein as Exhibit "C." The CITY hereby represents and warrants that it will enforce and follow the provisions of this Agreement, as required, including, to the extent contained in the Development Agreement, the DEVELOPER's compliance with all applicable building codes and ordinances, as modified or amended and all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, orders and codes, as amended. The CITY and the ZONE agree to provide the COUNTY with a copy of any notice of default that is delivered or sent to any party under the Development Agreement within five (5) business days after receipt of the notice by the CITY or the ZONE.

**M. ZONE Designation**

**The** CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

**IN WITNESS HEREOF,** the CITY OF DONNA; HIDALGO COUNTY; MUNICIPAL DEVELOPMENT ADVISORS; AND TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (1), CITY OF DONNA, TEXAS have made and executed this Agreement in quadruplicate originals on this _____day of _____, 2008.

**CITY OF DONNA**

_____

City Manager

**HIDALGO COUNTY**

By: _____
J.D. Salinas
County Judge

**ATTEST/SEAL:**

_____
Martha Alvarado
City Secretary

**ATTEST/SEAL:**

_____
Arturo Guajardo, Jr.
County Clerk

**DEVELOPER, RHODES ENTERPRISES, INC.**

_____
Ken DeJarnett
Chief Executive Officer

**APPROVED AS TO FORM FOR HIDALGO COUNTY:**

By: _____
Stephen L. Crain
Atlas & Hall, L.L.P

REINVESTMENT ZONE NUMBER TWO,
**CITY OF DONNA, TEXAS**
**(River Crossing Development Project)**

_____
Mike Rhodes
Presiding Officer

**Exhibit A**
**River Crossing Development Project**
**Project Plan and Financing Plan**

**Exhibit B**
**River Crossing Development Project**
**City of Donna Ordinance No. P-2008-05-64**

**Exhibit C**
**River Crossing Development Project**
**Development Agreement**

**AI-12202** **17.A.**

**Request for new positions-Drainage Impovement Project**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Rosie Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Comissioner Precinct No. 3 |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Precinct #3 |

## Information

### CAPTION

**Drainage Improvement Project - Pct. #3:**
1. Approval to create the following regular full-time positions:

| Slot No. | Position Title | Budgeted Salary |
|---|---|---|
| 001 | Director of Construction | $65,000.00 |
| 002 | Backhoe/ Heavy Equipment Operator | $31,086.00 |
| 003 | Loader/ Heavy Equipment Operator | $31,086.00 |
| 004 | Heavy Equipment Operator III | $31,086.00 |
| 005 | Bulldozer/ Heavy Equipment Operator | $31,086.00 |
| 006 | Truck Driver III | $27,756.00 |
| 007 | Truck Driver III | $27,756.00 |
| 008 | Truck Driver III | $27,756.00 |
| 009 | Excavator/ Heavy Equipment Operator | $38,500.00 |
| 010 | Laborer-Drainage/ Construction | $22,880.00 |
| 011 | Laborer-Drainage/ Construction | $22,880.00 |
| 012 | Pipe Layer/ Fitter | $25,000.00 |
| 013 | Pipe Layer/ Fitter | $25,000.00 |

2. Approval of salary schedule.

**Sanitation:**
1. Approval to create the following regular full time positions as follows:

| Slot No. | Position Title | Budgeted Salary |
|---|---|---|
| 025 | Solid Waste Enforcement Officer | $33,060.00 (Per Grade & Step Pay Plan) |
| 026 | Maintenance I | $22,880.00 |
| 027 | Maintenance I | $22,880.00 |
| 028 | Maintenance I | $22,880.00 |

2. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Rosie Cantu | Started On: 11/07/2008 01:17 PM |
| Final Approval Date: 11/07/2008 | |

**AI-12171** **18.A.**

**ICA with Irrigation District #1 & Pct. 4**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Monica Badillo, BUDGET & MANAGEMENT |
| **Submitted For:** | Pct.4 per Valde |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Precinct #4 |

## Information

**CAPTION**

Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and Irrigation District No. 1

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact can be determined at this time.

## Attachments

Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 01:21 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 11/07/2008 03:04 PM | APRV |
| 3 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 11/06/2008 11:46 AM | |
| Final Approval Date: 11/07/2008 | | | | |

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE AND HIDALGO COUNTY**

THIS Agreement is made on this the _____ day of _____, 2008 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**W I T N E S S E T H:**

**WHEREAS,** Irrigation District has rights and interest in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas as more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

**WHEREAS,** Irrigation District has rights and interest in property consisting of drainage facilities and adjacent land to such drainage facilities (the "Ditches") adjacent to or relatively near the Irrigation Facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

**WHEREAS,** Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

**WHEREAS,** the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

**WHEREAS,** Irrigation District desires for Hidalgo County to initially jointly use, maintain and improve all of its Ditches and later convey to Hidalgo County the Ditches for drainage purposes;

**WHEREAS,** Irrigation District desires to grant an easement to Hidalgo County in, over and across its Irrigation Facilities to the extent Hidalgo County deems it advisable or necessary to access the Ditches over, across and through the Irrigation Facilities or utilize such easement for the expansion, repair maintenance or operation of the Ditches (the "Easement");

**WHEREAS,** Hidalgo County desires to utilize the Ditches and in some instances acquire additional right of way in the name of the Hidalgo County

for the purpose of expanding the width and depth of the Ditches to provide better drainage for areas of Hidalgo County;

**WHEREAS,** Hidalgo County will expand the Ditches in accordance with plans and specifications;

**WHEREAS,** Hidalgo County further desires to maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

**WHEREAS,** Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof;

**WHEREAS,** Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair maintain and operate the Ditches described above;

**NOW, THEREFORE,** Hidalgo County and Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation District grants Hidalgo County an easement to utilize jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches for drainage and shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement.

2. Within six months of the date of this Agreement, Hidalgo County, will, at the sole expense of Hidalgo County begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. Hidalgo County will have a period of five (5) years to complete the surveys and legal descriptions.

3. Irrigation District, during such five (5) year period described in numbered paragraph 2 upon presentation by Hidalgo County of surveyed metes and bound descriptions of various phases of the Ditches shall grant, sell, transfer and convey to Hidalgo County the Ditches and shall execute for each such phase of the Ditches so surveyed and described a Quit claim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2.

4. Irrigation District will execute the documents attached hereto as Exhibits D-1, D-2, E and F within ten (10) days of the date of presentment by Hidalgo County of such metes and bounds

description for that phase of the Ditches surveyed thereby transferring and conveying the Ditches to Hidalgo County.

5. Irrigation District shall locate and find at least four (4) persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Hidalgo County of Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.

6. Irrigation District in many areas owns or has rights to adjacent property to the Ditches utilized by Irrigation District for irrigation purposes and Irrigation District grants, and conveys an easement over and across the Irrigation Facilities to Hidalgo County for access to and use of such Irrigation Facilities for any purpose relating to the expansion, construction, repair, maintenance and operation of the Ditches. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to Drainage District for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities on the Irrigation Facilities within ten (10) days following the date of presentment of same by Hidalgo County.

7. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities adjacent to Ditches to any party without first offering, in writing, the Irrigation Facility and/or Irrigation Properties to Hidalgo County at no cost. Hidalgo County shall have sixty (60) days to determine whether Hidalgo County desires to accept or reject such offer of the Irrigation Facility that Irrigation District desires to transfer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 7 within sixty (60) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility.

8. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of Hidalgo County.

9. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such filed drain or agricultural or sub soil drain is draining only agricultural lands and no part of any such land is used for any non agricultural use. Upon any subdivision of any such agricultural property, applicable subdivision regulations at the time of such subdivision shall govern the continued availability and/or use of such drains.

10. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County.

11. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches and/or any Irrigation Facilities or Irrigation Properties conveyed by Irrigation District to Hidalgo County.

13. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. **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.

15. **Entire Agreement.** This Agreement 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 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 Hidalgo County, and not otherwise.

16. **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 sixty

(60) 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. §271.903.

17. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

18. **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 Hidalgo County: | Hidalgo County<br>Attention: County Judge<br>100 E. Cano, 2nd Floor<br>Edinburg, Texas 78541 |
| If to Irrigation District: 2 | Hidalgo County Irrigation District No.<br><br>Attention: Board of Directors<br>P. O. Box 870<br>Edinburg, Texas 78540 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes 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.

19. **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.

20. **Successors.** This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

21. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.

22. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

23. **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.

24. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Irrigation District in accordance with its terms.

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

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

**HIDALGO COUNTY**

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

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY IRRIGATION DISTRICT ONE**

By: _____
Robert L. Bell, Jr., BOARD PRESIDENT

**APPROVED AS TO FORM**:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

**EXHIBIT A**

All irrigation facilities and adjacent property, including but not limited to irrigation ditches, pipelines, pumps and gates as depicted on the map attached hereto as Exhibit A.

## EXHIBIT "B"

All drainage facilities and adjacent land thereto, other than Irrigation Facilities, whether held by fee or easement, by Hidalgo County Irrigation District No. One located in the following described two areas:

Area 1: An area described as Rogers Road for the northern boundary of Area 1 Mile 17½ for the southern boundary of Area 1, Rooth Road for the western boundary of Area 1, and McColl Road for the eastern boundary of Area 1; and

Area 2: An area described as Monte Christo Road for the northern boundary of Area 2, Curve Road for the southern boundary of Area 2, Doolittle Road for the western boundary of Area 2 and FM 493 for the eastern boundary of Area 2.

**EXHIBIT "C"**

STATE OF TEXAS §

COUNTY OF HIDALGO §

That Hidalgo County Irrigation District No. One for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, have Granted, Bargained and Conveyed and by these presents do Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas, described as follows, to wit:

See Exhibit A incorporated herein at this point for all purposes.

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NESESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERTATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT BUT MOT TO INCLUDE THE BERM AREAMS TO BE ESTABLISHED BY GRANTEE.

CROPS EXISTING IN THE PROPOSED RIGHT OF WAY ON THE DATE OF EXECUTION SHALL BE PERMITTED TO BE HARVESTED. NO COMPENSATION WILL BE PAID FOR CROPS WHICH ARE PLANTED AFTER THE DATE OF EXECUTION.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO THE OWNERS OF SUCH OIL, GAS AND OTHER MINERALS OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME.

WITNESS our hands this the _____ day of _____, 2008.

_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 2008.

_____
Notary Public State of Texas

**Quitclaim**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

| | |
|---|---|
| Date: | _____, 200__ |
| Grantor: | Hidalgo County Irrigation District No. One |
| Grantor's Mailing Address: | P. O. Box 870<br>Edinburg, Hidalgo County, Texas 78540 |
| Grantee: | Hidalgo County |
| Grantee's Mailing Address: | 100 E. Cano, 2nd Floor<br>Edinburg, Hidalgo County, Texas 78539 |
| Consideration: | Ten Dollars ($10.00) and other good and valuable consideration |

Property (including any improvements): See Exhibit A attached hereto and incorporated herein at this point for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

Hidalgo County Irrigation District No. One

By:_____

Its:_____

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 200__ by_____, of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity therein stated.

_____
Notary Public, State of Texas

**EXHIBIT**
**D-1**

**TRANSFER OF EASEMENTS**

| | |
|---|---|
| Date: | _____, 2008 |
| Holder of Easements: | Hidalgo County Irrigation District No. One |
| Holder's Mailing Address: | Board of Directors<br>P. O. Box 870<br>Edinburg, Texas 78540 |
| Transferee: | Hidalgo County |
| Transferee's Mailing Address: | Hidalgo County Judge's<br>Office<br>Administration Building<br>P. O. Box 1356<br>Edinburg, Texas 78539 |

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder of Easements as shown by map attached hereto as Exhibit A.

Consideration: Ten Dollars ($10.00) and other good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder of Easements sells, transfers, conveys and quit claims to Transferee, all of Holder's of Easements right, title and interests in the Easements effective as of the Date stated above.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____

ACCEPTED:

HIDALGO COUNTY

By: _____
Juan De Dios ("J.D.") Salinas, III, Chairman
Board of Directors

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 2008 by of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity stated therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

**EXHIBIT D-2**

**AFFIDAVIT**

DATE: _____, 2008

AFFIANT: _____

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant has personal knowledge that the real property known as _____ and as identified in the attached Exhibit "A" has been used as a drainage ditch ("Drainage Ditch") by Hidalgo County Irrigation District No. One for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Hidalgo County Irrigation District No. One for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Hidalgo County Irrigation District No. One and to the best of his/her knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch, other than Hidalgo County Irrigation District No. One.

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Hidalgo County Irrigation District No. One to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Hidalgo County Irrigation District No. One has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than 10 years and that the use of the Drainage Ditch by Hidalgo County Irrigation District No. One has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

SUBSCRIBED AND SWORN TO before me on_____ by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2008 by _____.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

**EXHIBIT "E"**

## EASEMENT AND ACCESS AGREEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date:

First Party: Hidalgo County Irrigation District No. One

First Party's Mailing Address: Hidalgo County Irrigation District No. One
P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Hidalgo County, Texas 78541

First Party's Property: See Exhibit "A" attached hereto and incorporated herein at this point for all purpose.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None

Exceptions to Warranty of First Party's Property: None

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever. First Party binds First Party and First Party's,

successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under First Party but not otherwise.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.

2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere with improvements to the Easements made by Second Party.

3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First party's Properties without interference except as set forth in this Agreement and to use any portion of First Party's Properties in exercising the Easements. Second Party may make improvements to First Party's Properties, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.

4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference

and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and

are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Hidalgo County Irrigation District No. One

By:_____

Its:_____

Hidalgo County

By:_____

Its:_____

ATTEST:

_____

Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2008 by_____, of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity therein stated.

_____
Notary Public, State of Texas

**EXHIBIT "F"**

## EXHIBIT A

Easement and Access Agreement

All rights, title and interests in and to all easements held by Hidalgo County Irrigation District No. One in and to all drainage ditches of Hidalgo County Irrigation District No. One as shown by the map attached hereto as Exhibit A.

**AI-12138** **19.A.4.**

**TIME CLOCK (Equipment and Warranty)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Vangie Garcia, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Hidalgo County |

## Information

### CAPTION

A. Presentation for discussion, consideration, and action in connection with the responses received for "RFP NO: 2008-386-10-15-VYG-TIME CLOCKS (Equipment and Warranty)" for the purposes of CC ranking as "qualified" in order to proceed forward with the next phase of the proposal process;

B. Requesting authority for Purchasing Department to enter into negotations with qualified proposer including any best and final offers in order to finalize a contract for consideration and award.

### BACKGROUND

As per Renan Ramirez-IT Department Director's request to place agenda item for CC approval.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-200-002-0-745

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

**BUDGETARY IMPACT:**

Available balance as of 11-06-08 $1,262.43

## Attachments

Link: PARTICIPATION LOG

Link: TABULATION SHEET

Link: GRID

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 10:16 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 10:18 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 11/06/2008 03:06 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:14 AM | APRV |

Form Started By: Vangie Garcia Started On: 11/05/2008 03:31 PM

Final Approval Date: 11/07/2008

**HIDALGO COUNTY**
**PURCHASING DEPARTMENT**
**PARTICIPATING RESPONDENT'S LOG**
**REQUIREMENTS/RFP PACKETS**

**IBF-RFP-RFQ-RFI**

**RFP ACCEPTANCE DATE: OCTOBER 15, 2008** **RFP ACCEPTANCE TIME: 9:30 A.M.**

**DEPARTMENT/PROPOSAL DESCRIPTION: "TIME CLOCK (Equipment and Warranty)"**

**RFP NO: 2008-386-10-15-VYG**

| NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME | PROPOSAL REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1. NOV Atime Technology, Inc.<br>Jason Ochoa<br>323-980-1858-Ext, 176 (office)<br>760-270-8255 (Cell)<br>Email: Jason.ochoa@novatime.net | Email | Vangie Y. Garcia | 10/6/08 | 1255 Corporate Center Drive, Suite 307<br>Monterey Park, California 91754 |
| 2. Jambros Technologies<br>Andie Medalla-(P) 956-287-3905<br>(F) 956-467-0276<br>Email: amedalla@jambrostech.com | Email | Vangie Y. Garcia | 10/6/08 | 3009 Regency Drive<br>Edinburg, Texas 78539 |
| 3. Raleigh Time Recorder Co.<br>Ty Bumgardner<br>(P) 919-833-6893<br>(F) 919-828-7349<br>(Cell) 919-272-4756<br>Email: ty@raleightime.com | Email | Vangie Y. Garcia | 10/6/08 | 2252 Rumson Road<br>Raleigh, North Carolina<br>27610-1039 |
| 4. James Chen Computer<br>James Chen<br>(P) 815-675-9748<br>Email: james@jccomputac.com | Email | Vangie Y. Garcia | 10/6/08 | 7705 Industrial Drive,<br>Suite J<br>Springgrove, Illinois 60051 |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PROPOSAL ACCEPTANCE SHEET

| | |
|---|---|
| **DEPARTMENT NAME: Hidalgo County** | |
| **PROPOSAL ACCEPTANCE DATE: OCTOBER 15, 2008** | **PROPOSAL ACCEPTANCE TIME: 9:30 A.M.** |
| **DESCRIPTION OF PROPOSAL: "TIME CLOCK (Equipment and Warranty)"** | |
| **PROPOSAL NO: 2008-386-10-15-VYG** | |

| RFP# | NAME OF COMPANY | ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE |
|---|---|---|
| **#01** | LAVA CONCEPTS & CONSULTANTS | √ |
| **#02** | JAMBROS TECHNOLOGIES | √ |
| **#03** | | |
| **#04** | | |
| **#05** | | |

EVALUATION/GRADING GRID
RFP NO: 2008-386-10-15-VYG
TIME CLOCKS (Equipment and Warranty)

| EVALUATION CRITERIA | LAVA CONCEPTS | | | JAMBROS TECHNOLOGIES | | |
|---|---|---|---|---|---|---|
| | GRADERS | | | | | |
| | 1 | 2 | 3 | 1 | 2 | 3 |
| 1. Responsiveness to the Request for Proposal<br>a) Requested information included and thoroughness of response.<br>b) Understanding and acceptance of the scope of service.<br>c) Acceptance of the RFP and Contract requirements.<br>d) Clarity and conciseness of the response. | 20 | 25 | 24 | 20 | 15 | 22 |
| 2. Economic evaluation of the Proposed Fee Schedule | 45 | 50 | 49 | 35 | 35 | 46 |
| 3. Capability to provide the services requested<br>a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity.<br>b)Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.<br>c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.<br>d)Other resources, including total number of employees.<br>e)References with contact names and telephone numbers. | 20 | 25 | 24 | 20 | 20 | 20 |
| TOTAL | 85 | 100 | 97 | 75 | 70 | 88 |
| AVERAGE | 94 | | | 77 | | |

RANKINGS ( UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)

**AI-12130** **19.A.5.**

**Structure Valuations And Insurance Appraisals for Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Vangie Garcia, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Hidalgo County |

## Information

**CAPTION**

A. Recommendation to reject all responses received for "RFP NO: 2008-391-10-15-Structure Valuations And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) with authority to re-advertise in order to modify requirements, scope or work , scope of services and/or specifications through the Safety Division and the Purchasing Department;

B. Presentation for discussion, consideration and action to nominate at least three (3) surveying firms from the County's approved "Pool" and proceed to score, grade and evaluate for the purposes of ranking by CC in connection with the need to obtain current "certificates of elevation" for county-owned real estate properties/buildings with designation of graders;

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334

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

**BUDGETARY IMPACT:**

Available balance as of 11-06-08 $53,636.05

8-1100-415-18-160-001-0-540 Available balance as of 11-06-08 $9,026.67

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Funding would need to be identified prior approval of negotiated contract.

## Attachments

Link: POOL OF SURVEYORS

Link: participation log

Link: Tabulation Sheet

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 12:28 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 01:23 PM | APRV |
| 3 | Veronica Lopez | Angela Garcia | 11/06/2008 02:42 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/06/2008 03:20 PM | APRV |
| 5 | Auditor's Office | Linda Fong | 11/07/2008 11:13 AM | APRV |

Form Started By: Vangie Garcia  Started On: 11/05/2008 01:08 PM

Final Approval Date: 11/07/2008

# HIDALGO COUNTY PURCHASING DEPARTMENT

## RFQ ACCEPTANCE SHEET

**DEPARTMENT NAME:** Hidalgo County

**DESCRIPTION OF RFQ:** Real Estate Appraisers and Surveyors

**RFQ ACCEPTANCE DATE:** January 16, 2008

**RFQ ACCEPTANCE TIME:** 9:30 a.m.

**RFQ NO:** 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

| RFQ# | NAME OF COMPANY | ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS |
|---|---|---|
| | | **SURVEYORS** |
| #01 | **Rio Delta Surveying**<br>**Jose Mario Gonzalez, Land Surveyor - President**<br>**8207 Mateo Escobar**<br>**Monte Alto, Tx 78538**<br>**Ph.# (956) 380-5154**<br>**Fax.# (956) 380-5156**<br>**jmgonzalezrpls@msn.com** | √ |
| #02 | **J E Saenz & Associates, Inc.**<br>**Jose E. Saenz, President**<br>**211 E. Wisconsin**<br>**Edinburg, Tx 78539**<br>**Ph.# (956) 383-2984**<br>**Fax.# (956) 383-3736**<br>**jacalifa@jesaenz.com** | √ |
| #03 | **Millennium Engineers Group, Inc.**<br>**Raul Palma, President**<br>**705 Dawson Drive**<br>**Edinburg, Tx 78540-4569**<br>**Ph.# (956) 383-8522**<br>**Fax.# (956) 383-0295**<br>**meg@meengineers.com** | √ |
| #04 | **R. Gutierrez Engineering Corp.**<br>**Ramiro Gutierrez, P.E. President**<br>**130 E. Park**<br>**Pharr Tx 78577**<br>**Ph.# 782-2557**<br>**Fax#(956)782-2558**<br>**office@rgutierrezengineering.com** | √ |
| #05 | **Rodriguez Engineering**<br>**Leo L. Rodriguez, Jr**<br>**5602 E. Iowa Rd. (PO Box 1830)**<br>**Edinburg, Texas 78540**<br>**Ph#(956)491-1013**<br>**Fax#(956)380-2775**<br>**ATM1963@HOTMAIL.COM** | √ |

# HIDALGO COUNTY PURCHASING DEPARTMENT

## RFQ ACCEPTANCE SHEET

**DEPARTMENT NAME:** Hidalgo County

**DESCRIPTION OF RFQ:** Real Estate Appraisers and Surveyors

**RFQ ACCEPTANCE DATE:** January 16, 2008

**RFQ ACCEPTANCE TIME:** 9:30 a.m.

**RFQ NO:** 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

| RFQ# | NAME OF COMPANY | ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS |
|---|---|---|
| | | **SURVEYORS** |
| #06 | **Dos Land Surveying**<br>**Eric Ybarra, President**<br>**2811 E. Mile 9.5**<br>**Donna, Texas 78537**<br>**Ph#(956)246-0064**<br>**Fax#(956)797-4630**<br>**Dlsurveying@gmail.com** | √ |
| #07 | **Quintanilla, Headley & Associates**<br>**Alfonso Quintanilla, President**<br>**124 E. Stubbs St.,**<br>**Edinburg, Tx 78539**<br>**Ph.# (956) 381-6480**<br>**Fax.# (956) 381-0527**<br>**quintanillaheadley@sbcglobal.net** | √ |
| #08 | **Hinojosa Engineering, Inc**<br>**Wilfredo Ricardo Hinojosa, Pres**<br>**108 W. 18th Street**<br>**Mission, Texas 78572**<br>**Ph#(956) 581-0143**<br>**Fax#(956)581-2074**<br>**hinojosaenginc@aol.com** | √ |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG
# SPECIFICATIONS/BID PACKETS

## IBF-RFP-RFQ-RFI

**RFP OPENING DATE: OCTOBER 15, 2008** **RFP OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION: "STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)"**

**RFP NO: 2008-391-10-15-VYG**

| NAME OF PROPOSER: COMPANY/FIRM | RFP REQUEST *VIA | SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT | DATE | PHONE/ FAX NO. | ADDRESS & PHONE NO |
|---|---|---|---|---|---|
| 1. Montalvo Insurance<br>Ramon Montalvo<br>Email:<br>ramon@montalvoinsurane.com | EMAILED | VANGIE Y. GARCIA | 10/03/08 | (P) 956-968-5521<br>(Cell) 956-472-6021 | Weslaco, Texas 78596 |
| 2. Arturo Palacios<br>Email:<br>arturopalacios@sbcglobal.net | EMAILED | VANGIE Y. GARCIA | 10/03/08 | (P) 956-664-0073 | |
| 3. MAXIMUS<br>Eric Scapillato | EMAILED | VANGIE Y. GARCIA | 10/06/08 | (P)888-778-8250<br>(F) 972-702-6420 | 33 Dover Drive<br>Delmar, NY 12054 |
| 4. | | | | | |
| 5 | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# RFP TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY**

| **RFP OPENING DATE: OCTOBER 15, 2008** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF PROPOSAL: "STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs"**

**RFP NO: 2008-391-10-15-VYG**

| RFP # | NAME OF COMPANY | ACKNOWLEGEMENT | |
|---|---|---|---|
| **#1** | MAXIMUS-DALLAS, TX. | √ | |
| **#2** | AMERICAN APPRAISALS MILWAUKEE, WI. | √ | |
| **#3** | | | |
| **#4** | | | |
| **#5** | | | |
| **#6** | | | |
| **#7** | | | |
| **#8** | | | |
| **#9** | | | |
| **#10** | | | |

**AI-12136** **19.A.6.**

**19" Monitors**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Matilde Faz, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Hidalgo County |

## Information

### CAPTION

Hidalgo County Adult Detention Facility,aka, County Jail;

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network's awarded vendor-CDW Government TCPN-R4713 through requisition #142942 in the amount of $5,805.20.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81100423212800020665

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

**BUDGETARY IMPACT:**

Funding for this purchase was secured with requisition number 142942

## Attachments

Link: 19" wide monitors

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/05/2008 03:36 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/05/2008 03:52 PM | APRV |
| 3 | Rey Salazar | Rey Salazar | 11/07/2008 11:30 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:44 AM | APRV |

Form Started By: Matilde Faz Started On: 11/05/2008 03:21 PM

Final Approval Date: 11/07/2008

# Requisition

# HIDALGO COUNTY JAIL

Req # 00142942

PO #

Date: 11/04/08

Regular # 12136 11/12/08

**Bill To:** x
x

**Vendor :** 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

**Ship To:** HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

**Contact:** QM A. CAVAZOS
956-393-6023

**Contract No:**

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | TCPN Contract #R4713<br>R4713<br><br>DO NOT DUPLICATE ORDER | | |
| 40.00 | EACH | ACER V193WB 19" WIDE MONITOR<br>MFG# ACE-ET. CV3WP. 002<br>CONTRACT:TCPN CONTRACT #R4713<br>R4713<br><br>(ITEM # 1442703) | 145.13 | 5,805.20 |
| | | Account No | Encumbrance | |
| | | 8-1100-423-21-280-002-0-665 | 5,805.20 | |
| | | | Freight | .00 |
| | | | Total | 5,805.20 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

1 CPN

**Authorized By:** _____

Req#142942



CDW-G • The Right Technology. Right Away.™

www.CDWG.com
800-808-4239

# SALES QUOTATION

| QUOTE NO | ACCOUNT NO. | DATE |
|---|---|---|
| MIL8455 | 10698336 | 10/31/2008 |

BILL TO
VIRGINIA RODRIGUEZ
711 E EL CIBOLO RD

HIDALGO COUNTY SHERIFF
EDINBURG, TX 78541-7771

SHIP TO
HIDALGO COUNTY SHERIFF
711 E EL CIBOLO RD

VIRGINIA RODRIGUEZ
EDINBURG, TX 78542-0471
Contact: VIRGINIA RODRIGUEZ956-393-6023

Customer Phone # 9563936023

Customer P.O. # LCD SCREEN QUOTE

| ACCOUNT MANAGER | SHIPPING METHOD | TERMS | EXEMPTION CERTIFICATE |
|---|---|---|---|
| JAY CARLILE 866-224-6448 | FEDEX Ground | MasterCard/Visa Go | GOVT-EXEMPT |

| QTY | ITEM NUMBER | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 40 | 1442703 | ACER V193WB 19" WIDE<br>Mfg#: ACE-ET.CV3WP.002<br>Contract: TCPN CONTRACT #R4713<br>R4713 | 145.13 | 5805.20 |
| | | SUBTOTAL | | 5805.20 |
| | | FREIGHT | | .00 |
| | | SALES TAX | | .00 |

TOTAL ➧ US Currency 5,805.20

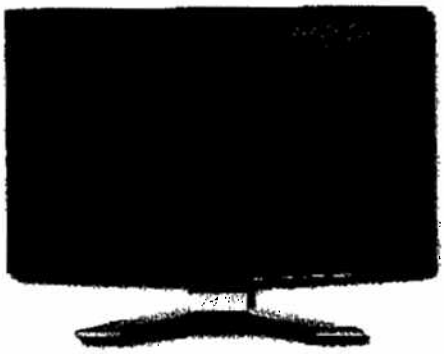
CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9492

*Please remit payment to:*
*CDW Government, Inc.*
*75 Remittance Drive*
*Suite 1515*
*Chicago, IL 60675-1515*

11/03/2008 11:20 3936027 BUDGET OFFICE PAGE 03/15

Req# 142942

FREE STANDARD SHIPPING on all orders $199 & UP Thursday - Saturday only.



360° Spin

## Acer - 19" Widescreen Flat-Panel LCD HD Monitor

**Model:** P191WBD | **SKU:** 8470291

**Customer Reviews:** 4.8 Read reviews (36)

**Shipping:** Usually leaves our warehouse in 1 business day
Estimate Arrival Time

**Store Pickup:** Check Stores

**Our Price:** **$159.99**

**Financing:**
Great Financing Offer

**Overview** Specifications Customer Reviews

### Customer Reviews & Ratings

**Overall Rating**
4.8

Read reviews (36)
Write a review
Share this Product

Write a review for a weekly chance to **Win a $1,000 Gift Card.** See details

No purchase necessary.
Ends 11/15/08

### Need Help?

Call **1-888-BEST BUY** or have us call you now.

click to talk

Unicel

Experience stunning images on this 19" widescreen LCD monitor that features a DVI input that lets you connect a set-top box, DVD player or other digital video component for a thrilling multimedia experience.

### What's Included

- Acer 19" Widescreen Flat-Panel LCD HD Monitor
- Detachable power cord
- VGA and DVI cables
- Detachable base with mounting hardware
- User manual on CD-ROM
- Owner's manual

### Product Features

- **Ultrafast 5 ms response time**
  Provides fast processing speeds for reliable efficiency, reducing blurring and streaking.
- **19" widescreen flat-panel LCD monitor**
  Displays documents, Web sites, photos and videos with crisp clarity.
- **2000:1 contrast ratio**
  Enables accurate color reproduction when displaying images with extreme differences between light and dark for excellent picture quality.
- **300 cd/m² brightness**
  For a highly visible display and clear on-screen images.
- **1440 x 900 maximum resolution**

Req#142942

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NexTag Search

- Most Popular
- Top Brands
- List Central
- My Lists

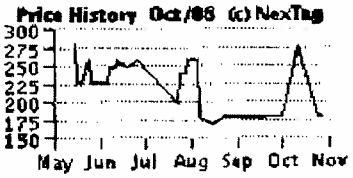
All Categories : Office Products : Multimedia Projectors : LENOVO

Have One to Sell?

## Lenovo L195 19" Widescreen LCD Computer Display

19" Display - LCD Widescreen - LCD
L195 19" Widescreen LCD Computer Display
**Part #:** 18002904
**Sellers Found:** 3
**Available Since:** May 15, 2008
**Lowest Price:** $179.99

**Average Rating:**
(0 user ratings)
+ Add to Shopping List |
Set Price Alert



*DATE ENTERED:* 11/04/08
*REQUISITION #:* 142942
*DATE APPROVED:* _____
*P.O. #:* _____

# HIDALGO COUNTY SHERIFF'S OFFICE
# ADULT DETENTION FACILITY REQUISITION
# QUARTERMASTER

DATE: **10/31/08**
REQUESTED BY: **QM A. CAVAZOS**
BUDGET: **8-1100-423-21-280-002-0-XXX**
OBJECT CODE: **# 665 Minor Computor Equipment**
CURRENT BALANCE: **$18,531.50**
EXPENDITURE AMOUNT: **$5,805.20**
NEW BALANCE: **$12,726.30**
PURPOSE OF EXPENDITURE: **To up grade old monitors**

| LINE # | ITEM & DESCRIPTION | ITEM # | QTY | UOM | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 1 | ACER V193WB 19" WIDE MONITOR<br>MFG#: ACE-ET. CV3WP. 002<br>CONTRACT: TCPN CONTRACT #R4713<br>R4713 | 1442703 | 40 | EA | $145.13 | $5,805.20 |

**SHIPPING:** No-Frieght charge
**GRAND TOTAL:** **$5,805.20**
**ESTIMATED DELIVERY DATE:** 2 - 3 wks

**AWARDED VENDOR:** **CDW GOVERNMENT** **CONTACT:** **JAY CARLILE**
**230 NORTH MILWAUKEE AVE.**
**VERNON HILLS, IL 60061**
**PH. 847-371-5000 FAX: 847-419-6200**
**$5,805.20**

**CONTACT VENDOR:** **BEST BUY** **CONTACT:** **UNICE**
**1-888-277-8289**
**$6,399.60**

**CONTACT VENDOR:** **NEXTAG** **CONTACT:**
www.nextag.com
**$7,199.60**

AUTHORIZED: _____
DIVISION COMMANDER

APPROVED BY: _____
ADMINISTRATION CAPTAIN

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY: _____
CHIEF DEPUTY

PAGE 02/15 BUDGET OFFICE 3356027 11:20 2008/03/11

**AI-12128** **19.A.7.**

**Options for Renovations to the Hidalgo County Courthouse Project**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Marty Salazar, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department **Purchasing only:** Hidalgo County |

## Information

**CAPTION**

Presentation for discussion, consideration and applicable action realted to the "As Built drawings of the existing Couthouse to include Annexes and the surrounding Parking Areas & Sidewalks Project" including, but not limited to, the following options and recommendations:

A. Proceed with completing the current on-going process of selection of the architect and continue negotiations with the number one-ranked firm of ERO International, Inc. by utilizing the;

a) AIA Document B141-1997-Standard Form of Agreement Between Owner and Architect using Hidalgo County's form; or,

b) AIA Document B141-1997-Standard Form of Agreement Between Owner and Architect using McAllen ISD's form (as requested by architect ERO International, Inc.); or, in the alternative;

B. Cancel the project so as to determine the final costs, construction timelines including occupancy asssociated with the current renovations to the former Administration Building located at 100 E. Cano, Edinburg, Texas; and, if approved;

C. Proceed to send notice to the architect firm of ERO International, Inc. of the County's cancellation of the project and cease negotiations.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Funding source to be identified once contract negotiations are finalized with awarded firm and final contract is ready to be executed.

## Attachments

Link: Ochoa back-up

# Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department (Originator) | Marty Salazar | 11/07/2008 04:11 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 04:16 PM | APRV |
| 3 | Erika Reyna | Erika Reyna | 11/07/2008 04:41 PM | APRV |
| 4 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Marty Salazar

Started On: 11/05/2008 11:57 AM

Final Approval Date: 11/07/2008

Website: www.atlashall.com
E-mail: info@atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P O BOX 3725 (78502-3725)
818 W PECAN
MCALLEN, TEXAS 78501
TEL (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N BRITTON AVE
RIO GRANDE CITY, TEXAS 78582
TEL (956) 488-1895
FAX (956) 488-6482

July 29, 2008

Mr. Scott Lyford, Partner
Mills Shirley, L.L.P.
2600 McCullough
San Antonio, Texas 78212

Via Facsimile: (210) 733-9131

RE: Proposed Contract Changes for Hidalgo County Courthouse Renovation Project

Dear Mr. Lyford:

You asked us to review proposed modifications to the AIA B-141–1997 regarding architectural services to be provided by ERO International for the Hidalgo County Courthouse Renovation Project.

We cannot recommend that Hidalgo County agree to most of the changes you proposed with a few exceptions as outlined below:

1. We agree with your proposed language regarding paragraph 3.2.

2. We agree to remove the text in paragraph 4.10 and insert, "Intentionally Left Blank" in its place.

3. 4.12. We agree to new language for paragraph 4.12 in which the language reflects that Professional Liability Insurance will initially cover the value of the Project as estimated by the Architect. Once bids are accepted, then the coverage should reflect at a minimum, the total cost of all bids accepted by the Owner for the Work.

Please be aware that ERO International has agreed to all terms presented by Hidalgo County in the past. However, if this contract is not acceptable to ERO International, please notify Marty Salazar, Director of Purchasing, at your earliest convenience so that the County can examine its options for the Project.

Sincerely,

Atlas & Hall, L.L.P.

By: Stephen L. Crain

cc: Marty Salazar
Director of Purchasing

# PURCHASING DEPARTMENT
County Of Hidalgo

March 14,2008

Mr. Eli R. Ochoa, Managing Partner
ERO International, LLP
300 South 8th Street
McAllen, Texas 78501

Re: "As Built" drawings of the existing Courthouse to include annexes and the surroundings parking areas & sidewalks for the purpose of addressing required renovations.

Dear Mr. Ochoa:

Pursuant to Hidalgo County Commissioners' Court action on, February 26, 2008, your firm has been ranked and selected to commence negotiations on an architectural services contract in connection with "As Built" drawings of the existing Courthouse to include annexes, surroundings parking areas and sidewalks for the purpose of addressing required renovations.

We are scheduling a meeting at 10:30 a.m. on March 19, 2008 at the Hidalgo County Purchasing Department located at the below reference address to discuss in detail this project. Thereafter, we will request that you develop and submit a Scope of Services and Compensation Rate/Fee for further consideration and negotiations. If negotiations prove successful, we will proceed to finalize an AIA agreement (the Purchasing Dept. will provide you a delineated draft approved through our legal counsel).

We look forward to working with your firm and appreciate your attention in this matter. If require any further information regarding this matter, please do not hesitate to contact me.

Yours truly,

Ramon V.Vela Jr.
Asst. Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4871
(956) 318-2626
(956) 318-2629 Fax

# HIDALGO COUNTY

FOR

"AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations

# Scoring & Evaluation GRID

## Architectural FIRMS

| | Milnet Architectural Services | Alamo Architects | Gomez Mendez Saenz | Amtech Building Sciences, Inc | Mata-Villarreal-Garcia Design | Di Stefanos/Santopetro Architectural | ERO International, LLP | Ide*a Group LLC |
|---|---|---|---|---|---|---|---|---|
| Evaluator #1 | 93 | 90 | 91 | 91 | 95 | 94 | 96 | 90 |
| Evaluator #2 | 85 | 95 | 97 | 95 | 65 | 98 | 95 | 87 |
| Evaluator #3 | 93 | 87 | 95 | 84 | 86 | 94 | 98 | 82 |
| Evaluator #4 | | | | | | | | |
| Evaluator #5 | 95 | 97 | 92 | 94 | 93 | 92 | 95 | 91 |
| Totals | 91.5 | 92.2 | 93.7 | 91 | 84.7 | 94.5 | 96 | 87.5 |
| Ranking | | | | | | | | |

**AI-12068** **19.A.8.**

# Professional Consultant For Services For Aset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Vangie Garcia, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Hidalgo County |

## Information

### CAPTION

Pursuant to Texas Local Government Code, 262.026 (a), notification and ratification of extension of bid opening date (Issued through Addendum #1 by Purchasing Agent) from November 5, 2008 to November 12, 2008 for RFP/Q NO:
2008-409-11-05-VYG-"Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County", so as to allow more time for timely submission of questions and responses to potential participants.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1287-465-20-110-070-9-311

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

**BUDGETARY IMPACT:**

Available balance as of 11/07/08 $16,000.00.

## Attachments

Link: ADDENDUM #1

Link: LOC. GOVT. CODE 262.026 (a)

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 10/31/2008 02:58 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 10/31/2008 03:31 PM | APRV |
| 3 | Erika Reyna | Erika Reyna | 11/07/2008 08:28 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:15 AM | APRV |

Form Started By: Vangie Garcia Started On: 10/31/2008 02:07 PM

Final Approval Date: 11/07/2008

# PURCHASING DEPARTMENT
## County Of Hidalgo

October 31, 2008

_____

_____

_____

Re: **Addendum No. 1**
Request For Proposals With Qualifications – "Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"

**RFP/Q NO: 2008-409-11-05-VYG**

Dear Respondent:

Attached you will find **Addendum No. 1, Page 1 of 2** in connection with "Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County".

Please add this **Addendum No. 1** to your packet so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **Addendum No. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **Addendum No. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **Addendum No. 1** will complete your packet for Request For Proposal With Qualifications for "Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County".

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

**By:**_____
Addendum No. 1
Acknowledgment Of Receipt

MLS/vyg

Enclosures

# ADDENDUM NO. 1

## OCTOBER 31, 2008

**"Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County".**

**RFP/Q NO: 2008-409-11-05-VYG**

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFP/Q NO: 2008-409-11-05-VYG.

1. Proposal Opening date has been extended to new date of Wednesday, November 12, 2008, packets are due on or before 9:30 a.m.

2. Written Questions will be accepted via facsimile no later than new date of Wednesday, November 5, 2008 at 5:00 p.m. at (956) 318-2629, and/or by email at: evangelina.garcia@co.hidalgo.tx.us. Responses will be sent to all applicants via facsimile by new date of Friday, November 7, 2008. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM N. 1 dated, October 6, 2008 for RFP NO: 2008-391-10-15-VYG-"Structure Valuation And Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)".

_____ _____

Printed Proposer Name Date

**NOTE:** **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL PACKET, IN ORDER TO COMPLETE THE RFP.....**

# *COUNTY OF HIDALGO*
# *HIDALGO COUNTY PURCHASING DEPARTMENT*
# *AGENDA REQUEST FORM*

**No.**_____

*Date:* January 06, 2004 *Meeting Date Request:* January 13, 2004

*Deadline for Action:* A.S.A.P. *Contact Person:* Martha L. Salazar

*Hidalgo County Purchasing Department for:*

*Department:* Hidalgo County -Purchasing Dept. *Phone:* (956) 318-2626 *Fax:* (956) 318-2629

***Martha L. Salazar, Hidalgo County Purchasing Agent***

***Caption:***

*Pursuant to Section 262.026 (a) Opening of Bids of the Texas Local Government Code, presentation for consideration, discussion and approval of adoption of an "Order" ....'that delegates the authority to made extensions (of bid opening dates) under this subsection to the county official who makes purchases for the county'.*

***Background:***

*Copy of subsection attached hereto*

***Please initial for approval:***

| | | | |
|---|---|---|---|
| N/A County Judge | _____Commissioner Pct. 1 | Dept./Fund No._____ | Account Code: _____ |
| N/A County Attorney | _____Commissioner Pct. 2 | Amt. Expended: $ -0- | Impact on Future |
| _____Budget | _____Commissioner Pct. 3 | Funds/Staffing Budgeted: Yes: X | Yes:_____ |
| N/A Personnel | _____Commissioner Pct. 4 | No:_____ | No:_____ |

**Comments:**

**Action taken by Commissioner's Court:**

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded_____Voted_____ _

NO ACTION taken on this item.

Commissioner Flores stepped away from the Court.

b) **Presentation for consideration, discussion, and approval a request by the Hidalgo County Sheriff's Department to "retain/roll over" the following Purchase Order #'s : 520226,524119,524378,524470,524535,524940,526265(copies attached hereto) encumbered through the 2003 budget inasmuch as goods and or services have not been received or completed;**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

c) **County Auditor's Report on Detention Facility Law Enforcement Center Project paid and pending payment request approval;**
d) **Discussion and possible action on-site projects on site of the New Adult Detention Facility and Law Enforcement Center including, but not limited to, structures (i.e. Shooting Range Facility, Jogging Track, Driver Training Track, Parking Lot(s) and Utility Extensions, under or anticipated construction on site and preliminary information and request for clarification and direction on the possible construction options for additional pod(s) with staffing and maintenance and operations analysis and status of a request for qualification for architectural services pending clarifications on ownership of architectural documents;**

NO ACTION taken on this item.

4. **Presentation for discussion, consideration, acceptance and approval of claims/invoices with authority for Auditor to issue payment after review, audit and processing procedures completed for the following: "Exhibit A" attached hereto.**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

5. **Recommending award of bid and approval of contract for "Auctioneer Services", to low bidder meeting all requirements. A fully executed copy of the contract will be forwarded to the Hidalgo County Budget and Auditor's office.**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. **Pursuant to Section 262.026 (a) Opening of Bids of the Texas Local Government Code, presentation for consideration, discussion and approval of adoption of an "Order"...."that delegates the authority to make extensions (of bid opening dates) under this subsection to the county official who makes purchases for the county".**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

7. **Presentation of evaluation and scoring grid, with recommendations by William Rusteberg, Consultant, for the purposes of Commissioner's Court award to the Number One ranked firm(s) submitting proposals in response to County's RFP for Section 125 Cafeteria Plan Administration, Voluntary Products & Administration and Funding Vehicles for Deferred Compensation-Section 457 Plan- Hidalgo;**

NO ACTION taken on this item.

8. **Requesting approval of draft contracts for: Section 125 Cafeteria Plan Administration, Voluntary Products & Administration and Funding Vehicles for Deferred Compensation-Section 457 Plan Hidalgo County, subject to legal review. Fully executed copies of the contract(s) will be forwarded to the Budget and Auditor's office.**

NO ACTION taken on this item.

9. **Presentation of a report on participation in "Loss Control Services Pool" Project: a) vendors submitting responses (on a timely basis)-3 , b) vendors submitting late responses-1.; therefore consideration by CC to reject responses received and re-advertise to encourage more participation inasmuch as a large "Pool" of providers is required according to "Risk Management" since there are many areas of expertise for which loss control services are required by Workers Compensation Program ; or in the alterative;**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Handy joined the meeting.

10. **Requesting appointment and approval of staff or other designated parties to grade and score (for the purpose of ranking the responses received as "Qualified" by Hidalgo County Commissioners" Court) the statements of qualifications received in response to the County's Project-Request for Qualifications for "Loss Control Services."**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Flores joined the meeting.

11. **Requesting ratification and confirmation of the negotiated "benefit design with rates" for the extension of the existing contract for an additional year (provided under the current agreement) as approved by Commissioner's Court on October 28, 2003 (with effective date**

ler Section 262.025 may include a
tion about the costs of the repair,
urchase of the equipment.

ioners court may require the bid-
the county in a contract for the
ipment, a bond to cover the repur-
quipment.

72nd Leg., ch. 416, § 1, eff. Sept. 1,

**id Conference for Certain Coun-
; or a District Governed by Those
inties**

*ction as amended by Acts
78th Leg., ch. 660, § 1*

applies only to a county with a
illion or more.

sioners court of the county or the
f a district or authority created
Article XVI, Texas Constitution, if
y is the commissioners court of the
e district is located, may require a
or employee of each prospective
mandatory pre-bid conference con-
pose of discussing contract require-
ing questions of prospective bidders.

erence is conducted under Subsec-
tional required notice for the pro-
ay be sent by certified mail, return
, only to prospective bidders who
erence. Notice under this subsec-
ct to the requirements of Section

1, 77th Leg., ch. 255, § 1, eff. May 22,
Acts 2003, 78th Leg., ch. 660, § 1, eff.

*f section as amended by Acts
g., ch. 725, § 1, see § 262.0256,*

)3, 78th Leg., ch. 660 provides:
ect September 1, 2003, and applies only to a
contract awarded by a competitive purchasing
a mandatory pre-bid conference is held on or

**-bid Conference**

*section as amended by Acts
, 78th Leg., ch. 725, § 1*

ners court of a county or the govern-
district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

Added by Acts 2001, 77th Leg., ch. 255, § 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 725, § 1, eff. Sept. 1, 2003.

*For text of section as amended by Acts 2003, 78th Leg., ch. 660, § 1, see § 262.0256, ante.*

### § 262.026. Opening of Bids

(a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 505, § 3, eff. Sept. 1, 1999.

### § 262.027. Awarding of Contract

(a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the commissioners court and present evidence concerning the lower bidder's responsibility.

**AI-12185** **19.A.9.**

# Endorsement of Travel Card Program-Guidelines Memo

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Marty Salazar, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Hidalgo County |

## Information

### CAPTION

Presentation for discussion, consideration and approval of Guidelines Memo in connection with use of Travel Card as requested and recommended by Purchasing Department.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

Link: letter

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department (Originator) | Marty Salazar | 11/06/2008 03:56 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 08:03 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 11/07/2008 09:37 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:30 AM | APRV |
| 5 | Arcy Duran | | 11/07/2008 04:47 PM | NEW |

Form Started By: Marty Salazar — Started On: 11/06/2008 03:44 PM

Final Approval Date: 11/07/2008

# MEMORANDUM

## (IMMEDIATE REVIEW REQUIRED/REQUESTED)

To: All Elected Offices/ Agencies /Programs/Departments

From: Ovidio Gonzalez, Travel Card Specialist
Hidalgo County Purchasing Department

Date: November 12, 2008

Re: Pre-Travel Arrangements Post Travel Obligations and Responsibilities

Pursuant to the Hidalgo County's recently approved and adopted Travel Policies and Procedures the following steps need to be completed as part of the pre-travel arrangements and post-travel obligations and responsibilities. We believe that these simple but essential steps will improve the management and control of official county related business travel. The Purchasing Department is responsible to see that the lines of credit afforded under the County's State Management Travel Program's card account are kept current. At all times, all elected offices, agencies, programs and departments need to refer and comply with the Hidalgo County's Travel, Policies, Guidelines and Procedures:

**I. Pre-Travel Arrangements:**

1. All Travel Forms must signed by the Department Head and submitted to the Hidalgo County Department of Budget and Management for approval;
2. Submit travel forms to Purchasing Department Travel Card Specialist 14 days in advance ( form is attached );
3. Purchasing Department's Travel Coordinator will make reservations for hotel, airfare (refundable flights are encouraged and recommended), and/or car rental;
4. Requisition will be entered and a purchase order will be processed immediately following reservations to encumber the funds;
5. Travel Coordinator will submit copies of reservations to user department;

**II. Post -Travel Obligations and Responsibilities**:

1. After trip, department has three (3) business (working) days to submit **copies** of all supporting documentation (i. e. corresponding receipts, vouchers, boarding passes, etc.) to the Hidalgo County Purchasing Department;
   a. All originals must be submitted to the County Auditors Office within 20 business days;
   b. With a copy of same documentation to the Purchasing Departments Travel Coordinator;
2. When invoice /statement arrives;
   a. Compare/review against your Purchase Order to make sure everything is correct and no extra items are charged;
   b. On a monthly basis, make sure that there is no outstanding or over due balance on department's card account;

**III. Changes/Cancellations/Corrections-Pre and Post Travel**

1. Cancellations on booked/confirmed reservations;
   a. It is the **SOLE RESPONSIBILITY** of the **USER DEPARTMENT** to notify and advise (in writing in order to document) the Travel Coordinator of changes (i.e. cancellations, re-scheduling, errors, etc.) so as to avoid unnecessary charges;
   b. Failure to timely advise the Travel card Specialist in writing of such charges, errors or cancellation(s) for your travel arrangements can result in unnecessary room charges or other such fees thus reducing your budgets without the benefits of the intended travel;

**PLEASE ACKNOWLEDGE RECEIPT OF THIS "MEMO" BY SIGNING AND RETURNING VIA FAX TO 956-318-2629.**

_____ _____ _____
SIGNATURE PRINTED NAME DATE

_____ _____
TITLE DEPARTMENT

**AI-12084** **19.A.10.**

**Traffic Road Signs and Accessrories**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Yvette Islas, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department **Purchasing only:** Hidalgo County |

## Information

### CAPTION

Requesting Authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: Hidalgo County - Traffic Road Signs and Accessories" (Bid No. 2008-338)

### BACKGROUND

See attached specifications and draft contract.
Proposed schedule of events:
1st advertisement: November 15, 2008
2nd advertisement: November 22, 2008
Bid opening date: December 03, 2008

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1XXX-4XX-X0-XXX-0XX-0-XXX

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

### BUDGETARY IMPACT:

Possible accounts to use:
8-1201-431-00-121-005-0-679, 8-1201-431-00-121-005-0-613
8-1202-431-00-122-006-0-613, 8-1202-431-00-122-006-0-679
8-1203-431-00-123-005-0-679
8-1204-431-00-124-007-0-613, 8-1204-431-00-124-007-0-679
8-1100-419-40-220-001-0-679
8-1100-421-00-280-001-0-679, 8-1100-421-00-280-001-0-613

## Attachments

Link: spec

Link: ctrct

Link: dept back up

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 04:05 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 04:15 PM | APRV |

| | | | |
|---|---|---|---|
| 3 | Veronica Lopez | 11/07/2008 04:47 PM | PEND |
| Form Started By: Yvette Islas | | Started On: 11/03/2008 03:11 PM | |
| Final Approval Date: 11/07/2008 | | | |

# TRAFFIC-ROAD SIGNS AND ACCESSORIES
# HIDALGO COUNTY
# RFB NO. 2008-338-00-00-ysi

## SCOPE – REQUIREMENTS – INFORMATION TO BIDDERS

### Scope:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the refacing of existing traffic-road signs, accessories and related supplies.

### Terms Conditions & Requirements:

**1.** Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

**2.** Hidalgo County reserves the right to award to one (1) or multiple vendors.

**3.** All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

**4.** All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

**5.** All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

**6.** Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

**7.** Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

**8.** County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

**9.** BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

**10.** Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

### Information to Bidders:

Vendor(s) will be bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "A" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

# EXHIBIT "A"
# SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification o Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with hole: punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheetin and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Contrc Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specifi intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflectiv sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federa Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed i Exhibit "B" .**

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-00-00-ysi

## BID PAGE(S)

**Bid Prices is on a unit price basis.**

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 3 Way | | | | | | | |
| 12" x 6" | | | | | | | |
| 4 Way | | | | | | | |
| 12" x 6" | | | | | | | |
| 24" x 18" | | | | | | | |
| A/C And Refrigeration | | | | | | | |
| 18" x 24" | | | | | | | |
| All Way | | | | | | | |
| 18" x 6" | | | | | | | |
| Arrow Signs | | | | | | | |
| 48" x 24" | | | | | | | |
| 20" x 8" | | | | | | | |
| 15" x 8" | | | | | | | |
| Bridge Closed | | | | | | | |
| 36"x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| 30" x 30" | | | | | | | |
| 48" x 30" | | | | | | | |
| Bridge Out | | | | | | | |
| 30" x 30" | | | | | | | |
| Brush Area | | | | | | | |
| 18" x 24" | | | | | | | |
| Cable/ Utility Warning Signs | | | | | | | |
| | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 9" x 3" | | | | | | | |
| 12" x 3 ½" | | | | | | | |
| 12" x 9" | | | | | | | |
| Caution | | | | | | | |
| 18" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| Children At Play | | | | | | | |
| 24" x 30" | | | | | | | |
| 18" x 24" | | | | | | | |
| Curve: Right or Left Curve Ahead | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| 30" x 36" | | | | | | | |
| Construction Zone Warning Signs | | | | | | | |
| 18" x 18" | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| Roll-up Mesh Signs | | | | | | | |
| 18" x 18" | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| Construction Zone Signs & Supplemental Signs | | | | | | | |
| 12" x 18" | | | | | | | |
| 24" x 12" | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 18" x 24" | | | | | | | |
| 24" x 18" | | | | | | | |
| 30" x 24" | | | | | | | |
| 30' x 30' | | | | | | | |
| 48" x 18" | | | | | | | |
| 48" x 24" | | | | | | | |
| 48" x 30" | | | | | | | |
| Custom Message | | | | | | | |
| 12" x 18" | | | | | | | |
| 18" x 24" | | | | | | | |
| 9" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| Dead End | | | | | | | |
| 30" x 30" | | | | | | | |
| 24" x 24" | | | | | | | |
| Detour | | | | | | | |
| 30" x 24" | | | | | | | |
| Dip | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| Double Arrow | | | | | | | |
| 48" x 24" | | | | | | | |
| Fluorescent Yellow Green Safety | | | | | | | |
| 24" x 18" | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| Fresh Oil | | | | | | | |
| | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 24" x 24" | | | | | | | |
| Handicap unlimited wording & symbols | | | | | | | |
| 12" x 6" | | | | | | | |
| 12" x 9" | | | | | | | |
| 12" x 12" | | | | | | | |
| 12" x 18" | | | | | | | |
| 12" x 24" | | | | | | | |
| 18" x 18" | | | | | | | |
| 18" x 24" | | | | | | | |
| Handicap X-ing | | | | | | | |
| 12" x 18" | | | | | | | |
| 18" x 24" | | | | | | | |
| 24" x 30" | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| Handicap Stencil | | | | | | | |
| 36' x 36' | | | | | | | |
| Arrow Sign | | | | | | | |
| 21" x 12" pointing down right or left | | | | | | | |
| Ice on Bridge | | | | | | | |
| 30" x 30" | | | | | | | |
| Interlocal/ Project Signs | | | | | | | |
| 4" x 8" Plywood one side only | | | | | | | |
| 4" x 8" Plywood double sided | | | | | | | |
| Office & Shop Signs | | | | | | | |
| Keep Back 25 Feet | | | | | | | |
| 12" x 9" | | | | | | | |
| | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| Left to Right Marker Bridge | | | | | | | |
| 12" x 36" | | | | | | | |
| 18" x 24" | | | | | | | |
| Mattress | | | | | | | |
| 18" x 24" | | | | | | | |
| Men Working | | | | | | | |
| 24" x 24" | | | | | | | |
| Metal Area | | | | | | | |
| 18" x 24" | | | | | | | |
| Mowers Ahead | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| Narrow Bridge | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| Neighborhood Watch | | | | | | | |
| 18" x 24" | | | | | | | |
| No Dumping | | | | | | | |
| 60" x 30" | | | | | | | |
| 18" x 24" | | | | | | | |
| Pavement Ends | | | | | | | |
| 30" x 30" | | | | | | | |
| Pedestrians | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| 30" x 30" | | | | | | | |
| Public/ Private Parking Sign | | | | | | | |
| 12" x 18" | | | | | | | |
| 18" x 24" | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| Right to Left Marker | | | | | | | |
| 12" x 36" | | | | | | | |
| 18" x 24" | | | | | | | |
| Road Closed to Thru Traffic | | | | | | | |
| 60" x 30" | | | | | | | |
| 48" x 30" | | | | | | | |
| Road Closed | | | | | | | |
| 48" x 30" | | | | | | | |
| 30" x 48" | | | | | | | |
| 36" x 36" | | | | | | | |
| Road Construction Ahead | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| 30" x 30" | | | | | | | |
| Road Machinery Ahead | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| 30" x 30" | | | | | | | |
| School Ped X-ing | | | | | | | |
| 30" x 30" | | | | | | | |
| School Zone Signs | | | | | | | |
| 24" x 8" | | | | | | | |
| 24" x 10" | | | | | | | |
| 18" x 24" | | | | | | | |
| 24" x 18" | | | | | | | |
| 24" x 24" | | | | | | | |
| 24" x 30" | | | | | | | |
| 24" x 48" | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 30" x 30" | | | | | | | |
| 48" x 48" | | | | | | | |
| 36" x 36" | | | | | | | |
| Signs & Blanks | | | | | | | |
| 6" x 30" | | | | | | | |
| 6" x 24" | | | | | | | |
| 6" x 18" | | | | | | | |
| 6" x 36" | | | | | | | |
| 30" x 30" | | | | | | | |
| Single Arrow | | | | | | | |
| 30" x 36" | | | | | | | |
| 48" x 24" | | | | | | | |
| Single Arrow Left/Right | | | | | | | |
| 30" x 36" | | | | | | | |
| 48" x 24" | | | | | | | |
| Slow | | | | | | | |
| 30" x 30" | | | | | | | |
| 24" x 24" | | | | | | | |
| Slow For Children | | | | | | | |
| 24" x 30" | | | | | | | |
| 18" x 24" | | | | | | | |
| Specialties Signs | | | | | | | |
| 6" x 12" | | | | | | | |
| 18" x 24" | | | | | | | |
| 30" x 24" | | | | | | | |
| 12" x 18" | | | | | | | |
| 48" x 24" | | | | | | | |
| 4" x 8" | | | | | | | |
| 30" x 36" | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 24" x 24" | | | | | | | |
| 4" x 4" | | | | | | | |
| 12" x 18" | | | | | | | |
| 2" x 16" | | | | | | | |
| 12" x 9" | | | | | | | |
| 30"x 30" | | | | | | | |
| 24" x 36" | | | | | | | |
| 36" x 12" | | | | | | | |
| 48" x 48" | | | | | | | |
| Speed Limit | | | | | | | |
| 18" x 24"<br>10-40 MPH (depending on specs) | | | | | | | |
| 24" x 30"<br>10-40 MPH (depending on specs) | | | | | | | |
| Stop Ahead | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| Stop Signs | | | | | | | |
| 30" x 30" | | | | | | | |
| 24" x 24" | | | | | | | |
| 36" x 36" | | | | | | | |
| 18" x 18" | | | | | | | |
| 48" x 48" | | | | | | | |
| Stop Stencil | | | | | | | |
| 36" x 36" | | | | | | | |
| Street Name Signs | | | | | | | |
| 6" x 30" | | | | | | | |
| 6" x 24" | | | | | | | |
| 6" x 18" | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| | | | | | | | |
| 6" x 36" | | | | | | | |
| Supplemental Plaques | | | | | | | |
| 12" x 6" | | | | | | | |
| "T" Intersection | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| Tire Area | | | | | | | |
| 18" x 24" | | | | | | | |
| Traffic Signs | | | | | | | |
| 9" x 12" | | | | | | | |
| 18" x 12" | | | | | | | |
| 18" x 24" | | | | | | | |
| 24" x 18" | | | | | | | |
| 24" x 24" | | | | | | | |
| 24" x 30" | | | | | | | |
| 24" x 36" | | | | | | | |
| 30" x 30" | | | | | | | |
| 30" x 36" | | | | | | | |
| 36" x 12" | | | | | | | |
| 48" x 24" | | | | | | | |
| 48" x 48" | | | | | | | |
| Trash Area | | | | | | | |
| 18" x 24" | | | | | | | |
| Truck Crossing | | | | | | | |
| 36" x 36" | | | | | | | |
| 48" x 48" | | | | | | | |
| 30" x 30" | | | | | | | |
| Type III | | | | | | | |
| | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 10" Type III | | | | | | | |
| Warning Signs | | | | | | | |
| 24" x 24" | | | | | | | |
| 30" x 30" | | | | | | | |
| 36" x 36" | | | | | | | |
| 24" x 18" | | | | | | | |
| 48" x 48" | | | | | | | |
| 9" x 12" | | | | | | | |
| 18" x 12" | | | | | | | |
| 24" x 30" | | | | | | | |
| 24" x 36" | | | | | | | |
| 36" x 12" | | | | | | | |
| 48" x 24" | | | | | | | |
| Water on Bridge | | | | | | | |
| 48" x 48" | | | | | | | |
| 30" x 30" | | | | | | | |
| Yield Sign | | | | | | | |
| 30" x 30" x 30" | | | | | | | |
| 36" x 36" x 36" | | | | | | | |
| Y Intersection | | | | | | | |
| 30" x 30" | | | | | | | |
| Your Trash Must Be Secure At All Times | | | | | | | |
| 18" x 24" | | | | | | | |
| 3" Center Pavement Reflectors | | | | | | | |
| Amber | | | | | | | |
| Clear | | | | | | | |
| Red or white | | | | | | | |
| 4" Center Pavement Reflectors | | | | | | | |
| | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| Amber | | | | | | | |
| Clear | | | | | | | |
| Red or white | | | | | | | |
| Aluminum Brackets for 6" & 9" | | | | | | | |
| Post Cap for U Channel Posts | | | | | | | |
| Post Cap for 2" & 3" Posts | | | | | | | |
| Post Cap for 1 3/4 Sq Post for Flat Assy | | | | | | | |
| 90° Bracket for 4 Way Assembly | | | | | | | |
| 45°/ 180° Bracket for 4 Way Assembly | | | | | | | |
| Barricades | | | | | | | |
| A Frame 30" Tall x 6' Wide All Plastic Frame | | | | | | | |
| 8' Type III Orange or Red/White Type A & C | | | | | | | |
| 96" x 8" Reflective 1" Thick Orange/White | | | | | | | |
| Type I and II | | | | | | | |
| End of Road 8'/ 10' & 12' | | | | | | | |
| Barrel Tape | | | | | | | |
| 2" x 50 Yards | | | | | | | |
| 4" x 50 Yards | | | | | | | |
| 6" x 50 Yards | | | | | | | |
| Barricades Tape | | | | | | | |
| Reflective, General Purpose Tape Red, White, Yellow | | | | | | | |
| 1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll | | | | | | | |
| Type A & C Orange Left/Right | | | | | | | |
| Type 111 | | | | | | | |
| | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 8" x 50 yd. | | | | | | | |
| 8" x 100 yd. | | | | | | | |
| Flexible Road Marker | | | | | | | |
| 62" White Road Marker w/ Wt. Reflector Sheeting | | | | | | | |
| 62" White Road Marker w/ Yellow Reflector Sheeting | | | | | | | |
| Post Driver | | | | | | | |
| Jiggle Bars 6" x 34" | | | | | | | |
| Anti-Theft Bolts | | | | | | | |
| 5/16 Bolts 21/2" x 3" | | | | | | | |
| 1/4 Bolts 2" | | | | | | | |
| Cross Brackets 2" & 3" | | | | | | | |
| Round Post Brackets 2" & 3" | | | | | | | |
| Industrial Grade Mil Barrier Tape | | | | | | | |
| Temporary Barrier Fence | | | | | | | |
| Quick Fence Safety System | | | | | | | |
| U Post Brackets 2" & 3" | | | | | | | |
| 1/4" Screws for Brackets (Blade Holders) | | | | | | | |
| 3" Post Caps | | | | | | | |
| Chevrons 18" x 24" | | | | | | | |
| Cones (Traffic) | | | | | | | |
| 18" Plain, Bright Orange Top, Black Base | | | | | | | |
| 28" Plain, Bright Orange Top, Black Base | | | | | | | |
| 36" Plain, Bright Orange Top, Black Base | | | | | | | |
| 28" Orange/Red Glow | | | | | | | |
| 28" With Reflective Collars | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 11 ½" x 16" Decals | | | | | | | |
| Post Domes | | | | | | | |
| Double Arrow | | | | | | | |
| 48" x 24" Yellow Reflective Aluminum Rectangle | | | | | | | |
| Municipal Emblems (Pressure Sensitive) | | | | | | | |
| Gal. 5 gal. Expoxy Kit | | | | | | | |
| One gal. Kit | | | | | | | |
| Quick Sticks | | | | | | | |
| Locknuts | | | | | | | |
| 6" x 12" Bridge Markers | | | | | | | |
| End of Roadway Markers / Button Delineators 18" x 18" | | | | | | | |
| Object Markers Reflective | | | | | | | |
| 12" x 36" | | | | | | | |
| 10" x 30" | | | | | | | |
| 6" x 24" | | | | | | | |
| 6' Delineator Posts (Flexible) | | | | | | | |
| 18" Double Faced Hand Paddles | | | | | | | |
| Quad Stands for Roll Up Mesh Sign | | | | | | | |
| Round Plastic Reflector - Red | | | | | | | |
| 33" x 3" Reflective Keep Back 500 Feet | | | | | | | |
| Round Plastic Reflectors Amber | | | | | | | |
| Rectangular Reflectors 3" x 8" Type A & C | | | | | | | |
| Rectangular Reflectors 3" x 8" Type A & C | | | | | | | |
| Safety Flags- Fluorescent w/ Stiffener | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 16" x 16" | | | | | | | |
| 18" x 18" | | | | | | | |
| Safety Splice U Channel Sign Post System | | | | | | | |
| 8" x 10" Upright Sign Post | | | | | | | |
| Stub Post & Hardware | | | | | | | |
| Sign Assembly Hardware | | | | | | | |
| U Channel | | | | | | | |
| Tubular Post 8' | | | | | | | |
| Tubular Post 10' | | | | | | | |
| Tubular Post 12' | | | | | | | |
| Sq. Post | | | | | | | |
| Screw Set | | | | | | | |
| Super Dome Drums | | | | | | | |
| Molded Rubber Base | | | | | | | |
| Blue Net Sheeting 15" | | | | | | | |
| Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand | | | | | | | |
| 4" Transfer Tape | | | | | | | |
| U Channels | | | | | | | |
| 12" x 3" Heavy Gauge | | | | | | | |
| U Post | | | | | | | |
| U Shape Green Galvanized 10 ft. ., 12 Ft. | | | | | | | |
| Wing Bracket for All Sign Plates | | | | | | | |
| Standard 16" Wing Bracket | | | | | | | |
| Heavy Duty 24" Wing Bracket | | | | | | | |
| Temporary Barrier Fencing Roll | | | | | | | |
| 48" Handicap Stencil | | | | | | | |

| Item | Category A- New | | | Category B- Accessories | Category C- Refacing of Signs | | |
|---|---|---|---|---|---|---|---|
| | Reflective | High Intensity | Diamond Grade | | Reflective | High Intensity | Diamond Grade |
| 24" x 24" Binder Signs (Folding Signs) | | | | | | | |
| Barricade Lights Flashers | | | | | | | |
| Plastic Delineators (Stand Alone) | | | | | | | |
| 24" Safety Flags | | | | | | | |
| Tape Caution Buried Electrical Lines | | | | | | | |
| 30" x 30" Roll Up Mesh Stop/ Slow Paddle | | | | | | | |
| Barricade Lights | | | | | | | |
| 6' Speed Bump (Plastic) | | | | | | | |
| 9' Speed Bump (Plastic) | | | | | | | |
| 9' Speed Bump – Yellow & Black (plastic) | | | | | | | |
| Epoxy Pads | | | | | | | |
| 8' x 4' MDO Specialty Sign | | | | | | | |
| 24" x 24" Barricade Marker | | | | | | | |
| 6" x 50 yds Roll of E/E Vinyl | | | | | | | |
| 6" x 50 yds Roll of H.I.P Vinyl | | | | | | | |
| Slow Moving Vehicle - 040 Aluminum (Triangle) | | | | | | | |
| Slow Moving Vehicle - Decal (Triangle) | | | | | | | |
| Portable Barricade Plastic Fence | | | | | | | |
| | | | | | | | |

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Cellular & Pager Numbers: _____

Fax Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

# REQUIREMENTS AGREEMENT
## C-08-338-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs And Accessories,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs"** in the areas of **HIDALGO COUNTY** projects for a period of one year from_____with the option to renew for an additional one year (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for

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the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON, _____.**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Date:_____

ALGO COUNTY

By:_____
**Juan D. Salinas, III, County Judge**
Date: _____

ATTEST:

_____
**Arturo Guajardo, Jr., County Clerk**
Date:_____

**Vendor**_____
By:_____
Printed Name:_____
Title:_____
Date:_____

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# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

**To:** Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
**Attn:** Noe Montez/ Raul Lozano

**From:** Yvette Islas, Buyer
Hidalgo County Purchasing Department

**Date:** September 30, 2008

**Re:** Approval or Disapproval of Modified Specifications For: **Bid No. 2008-338-00-00-ysi**
**"TRAFFIC ROAD SIGNS ACCESSORIES AND SUPPLIES"**

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**Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve (or) Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.**

**Sign below and submit changes by TUESDAY, OCTOBER 07, 2008, so I can proceed.**

**APPROVE** ☑ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): 8-1201-431-00-121-005 · 0 - 679 or 613

DEPARTMENT NAME: PCT #1

Noe Montez Noe Montez 10/7/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us**

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

**To:** Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
**Attn:** Ricardo Cuellar / Yoli Cisneros

**From:** Yvette Islas, Buyer
Hidalgo County Purchasing Department

**Date:** September 30, 2008

OCT 02 2008
C ACC 10:20 AM

**Re:** Approval or Disapproval of Modified Specifications For: **Bid No. 2008-338-00-00-ysi**
**"TRAFFIC ROAD SIGNS ACCESSORIES AND SUPPLIES"**

**Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve (or) Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.**

**Sign below and submit changes by TUESDAY, OCTOBER 07, 2008, so I can proceed.**

**APPROVE** ☑ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): 8-1202-431-00-122-0060-613/679

DEPARTMENT NAME: Hidalgo County Precinct 2

Ricardo Cuellar — Ricardo Cuellar — 10-02-08

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us**

RECEIVED
Yoli Cisneros
OCT 01 08
Hidalgo County
PRECINCT #2

PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

To: Commissioner Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos

From: Yvette Islas, Buyer
Hidalgo County Purchasing Department

Date: September 30, 2008

Re: Approval or Disapproval of Modified Specifications For: **Bid No. 2008-338-00-00-ysi**
**"TRAFFIC ROAD SIGNS ACCESSORIES AND SUPPLIES"**

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**Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve (or) Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.**

**Sign below and submit changes by TUESDAY, OCTOBER 07, 2008, so I can proceed.**

APPROVE ☑ DISAPPROVE ☐ MODIFICATIONS ☐

ACCOUNT NUMBER(S): 8-1203-451-00-123-005-0-672

DEPARTMENT NAME: Precinct #3

AUTHORIZED SIGNATURE J. R. Flores 10/7/08
PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612
or via e-mail: yvette.islas@co.hidalgo.tx.us

E-MAILED

Admin. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2620 ★ Fax (956) 318-2624

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

**To:** Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
**Attn:** Mr. Munoz/ Gloria Beltran

**From:** Yvette Islas, Buyer
Hidalgo County Purchasing Department

**Date:** September 30, 2008

**Re:** Approval or Disapproval of Modified Specifications For: **Bid No. 2008-338-00-00-ysi**
**"TRAFFIC ROAD SIGNS ACCESSORIES AND SUPPLIES"**

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**Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve (or) Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.**

**Sign below and submit changes by TUESDAY, OCTOBER 07, 2008, so I can proceed.**

**APPROVE** ☐ **DISAPPROVE** ☐ **MODIFICATIONS** ☒

ACCOUNT NUMBER(S): 8-1204-431-~~00~~ 124-007-0-613/679

DEPARTMENT NAME: Hidalgo Co. Pct #4

Ronaldo Munoz JR 10-7-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us**

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

OCT 06 2008
By 2:10 pm

**To:** Daniel Flores, Director
Hidalgo County Buildings & Grounds

**From:** Yvette Islas, Buyer
Hidalgo County Purchasing Department

**Date:** September 30, 2008

**Re:** Approval or Disapproval of Modified Specifications For: **Bid No. 2008-338-00-00-ysi**
**"TRAFFIC ROAD SIGNS ACCESSORIES AND SUPPLIES"**

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**Carefully review the following DRAFT SPECIFICATIONS and indicate if they meet all your requirements by marking Approve (or) Disapprove. If your answer is DISAPPROVE, please make any modifications needed to the specifications and return to designated Buyer in the Purchasing Department via fax to start bidding process. It is very important that you include your account number(s) since this information will be used to get approvals from the budget office for future agenda items related to this project.**

**Sign below and submit changes by TUESDAY, OCTOBER 07, 2008, so I can proceed.**

**APPROVE** ☐ **DISAPPROVE** ☐ **MODIFICATIONS** ☑

ACCOUNT NUMBER(S): _____

DEPARTMENT NAME: Hidalgo County Buildings & Grounds

| | | |
|---|---|---|
| | David Flores | 10/1/08 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DATE |

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us**

## Yvette Islas

**From:** Richard Ozuna [richard.ozuna@hidalgoso.org]
**Sent:** Wednesday, October 08, 2008 4:28 PM
**To:** yvette.islas@co.hidalgo.tx.us
**Subject:** auctioneer services and traffic signs

Auctioneer services, its okay. Waiting for your revised copy

8-1100-421-00-280-001-0
Revenue

Traffic signs page five custom message please add 9" X 30"

8-1100-421-00-280-001-0
Object code 679/613

Thanks,

Richard

**AI-12141** **19.B.1.**

**Pct No 1 Mile 6 & Mile 13**

**CC REGULAR**

**Date:** 11/12/2008

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 1

## Information

### CAPTION

Presentation for discussion, consideration, and approval of procurement packet and authority to advertise for RFB 2008-320B-12-13-LRM (ie. Specifications, legal notice and draft contract document) as attached hereto for Hidalgo County Precinct No 1 “Repair-Reconstruction of Mile 6 & Mile 13”.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-005-0-733

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

**BUDGETARY IMPACT:**

Available Balance as of 11-6-08 $467,416.12.

## Attachments

Link: Contract

Link: Legal Notice

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 12:45 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 01:16 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 11/06/2008 01:55 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 08:19 AM | APRV |

Form Started By: Laura Moya Started On: 11/05/2008 03:55 PM

Final Approval Date: 11/07/2008

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**CONSTRUCTION CONTRACT**
**C-CAP-08-XXX-XX-XX**

This Agreement, entered into this _____day of _____, 2007 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

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

**NAME OF SUBDIVISION(S)**

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ___ engineer _____, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

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

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

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

APPROVED BY COMMISIONERS COURT ON, _____, 2007.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2007, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

DRAFT

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO 1- REPAIR-RECONSTRUCTION OF MILE 6 & MILE 13"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-08-320B-12-03-LRM-- HIDALGO COUNTY- REPAIR-RECONSTRUCTION OF MILE 6 & MILE 13"**and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, DECEMBER 03, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-08-320B-12-03-LRM- REPAIR-RECONSTRUCTION OF MILE 6 & MILE 13 PRECINCT NO 1 " .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY- REPAIR-RECONSTRUCTION OF MILE 6 & MILE 13"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County PRECINCT NO 1**
**1902 JOE STEPHENS AVE**
**WESLACO, TEXAS 78596**
**ATTN: JOSEPH PALACIOS (956) 968-8733**

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **DECEMBER 3, 2008** |
| Award of Contract | _____, 2008 |
| Commence Work or Deliver Products | _____, 2008 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**AI-12189** **19.B.2.**

**Pct 1-Various Invoices w/Dos Logistics Inc-Rodriguez Engineering-L&G Engineering & WA#2-Dos Land Surveying-C-08-225-09-09**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Letty Saenz, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Prct. 1 |

## Information

**CAPTION**

A. Presentation for discussion, consideration, acceptance, and approval of Inv. # 11322813 in the amount of $22,163.35 from L & G Consulting Engineers, Inc., dba, L & G Engineering, contracted engineer for the "FM 493 Project" for Hidalgo County Precinct No. 1.

B. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08003 in the amount of $3,750.00 from Leo L. Rodriguez, Jr. d/b/a Rodriguez Engineering, contracted engineer for the "Design Construction of Barrera Street" for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-332-09-30).

C. Presentation for discussion, consideration, acceptance, and approval of Invoice Nos. 01.08 M3 & 01.08 M6 in the total amount of $52,602.00 from Dos Logistics, Inc., contracted engineer for the "Culvert Pipe Bridge Washout Project" (Mile 3 N. and FM 491) & ( Mile 6 and Mile 13 N. Including Martin Moralez Road) for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-320-10-07).

D. Presentation for consideration, discussion, and approval of Work Authorization #2 in the amount of $11,100.00 with DOS LAND SURVEYING, LLC. to provide surveying services in connection with Contract No. C-08-225-09-09 "ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Surveying Assessement of approximately 1.0 Mile of Valley View Road from US Highway 281 (Military Hwy) North to Anaya Road within Hidalgo County Precinct No. 1.

**BACKGROUND**

Invoice No. 11322813-L&G Engineering
Invoice No. 8003-Rodriguez Engineering
Invoice Nos. 01.08M3 & 01.08M6-Dos Logistics Inc.
Work Authorization No. 2-Dos Land Surveying

## Fiscal Impact

| | |
|---|---|
| **FISCAL YEAR:** 2008 | **ACCT. #:** 8-1336-431-00-121-049-0-841 |
| **FUNDS AVAILABLE Y/N?:** Y | **MATCHING FUNDS Y/N?:** |

**BUDGETARY IMPACT:**

Amount available for PO #596375 $649,522.50 as of 11-7-08 for L & G Consulting Engineers, Inc.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-005-0-734

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

**BUDGETARY IMPACT:**

Amounts available for PO #'s 611179 & 611007 $9,000.00 & $15000.00 for Dos Land Surveying & Rodriguez Engineering, respectively as of 11-7-08.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-005-0-334

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

**BUDGETARY IMPACT:**

Amount available for PO #'s 611042 & 611041 $20,205.00 & 49,931.00 for Dos Logistics, Inc. as of 11-7-08.

## Attachments

Link: Inv No. 1322813

Link: Inv No. 08003

Link: Inv Nos-01.08M3 & 01.08M6

Link: WA#2-Dos Land Surveying

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 10:57 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 11:05 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 11/07/2008 01:44 PM | APRV |
| 4 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Letty Saenz Started On: 11/06/2008 04:03 PM

Final Approval Date: 11/07/2008

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11322813
**INVOICE DATE:** 10/31/08

**BILL TO:** 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

**JOB:** 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-00-00
PO#596375/R233

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of October 2008. | | | | | | |
| 11006-Design Schem | 272,500.00 | 258,875.00 | | 258,875.00 | 95.0 | 13,625.00 |
| 12001-EA Fieldwork | 10,000.00 | 10,000.00 | | 10,000.00 | 100.0 | |
| 12002-EA Documents | 57,000.00 | 45,600.00 | | 45,600.00 | 80.0 | 11,400.00 |
| 12003-Public Invmt | 3,000.00 | 2,700.00 | 300.00 | 3,000.00 | 100.0 | |
| 12004-Cul Resc | 20,000.00 | | 2,743.35 | 2,743.35 | 13.7 | 17,256.65 |
| 12030-Public Invmt | 20,450.00 | 12,702.50 | | 12,702.50 | 62.1 | 7,747.50 |
| 13010-Prel-ROW Map/S | 35,000.00 | 35,000.00 | | 35,000.00 | 100.0 | |
| 15001-Surv,Plans&Des | 25,000.00 | 23,750.00 | | 23,750.00 | 95.0 | 1,250.00 |
| 15010-Surv,Plan/Sub | 105,000.00 | 105,000.00 | | 105,000.00 | 100.0 | |
| 15070-H&V Control/Su | 35,200.00 | 35,200.00 | | 35,200.00 | 100.0 | |
| 16001-Rdwy Design | 252,000.00 | 113,400.00 | 5,040.00 | 118,440.00 | 47.0 | 133,560.00 |
| 16100-Drainage | 168,000.00 | 85,680.00 | 3,360.00 | 89,040.00 | 53.0 | 78,960.00 |
| 16200-Pavt Mrk & Sig | 84,000.00 | 28,560.00 | 1,680.00 | 30,240.00 | 36.0 | 53,760.00 |
| 16240-Signal Design | 40,000.00 | | | | 0.0 | 40,000.00 |
| 16302-Traf Cntrl Pln | 84,000.00 | 20,160.00 | 5,040.00 | 25,200.00 | 30.0 | 58,800.00 |
| 16304-Irrigation | 84,000.00 | 29,400.00 | | 29,400.00 | 35.0 | 54,600.00 |
| 16307-Utilities | 168,000.00 | 92,400.00 | | 92,400.00 | 55.0 | 75,600.00 |
| 16400-Contract Mgmt | 100,000.00 | 51,000.00 | 4,000.00 | 55,000.00 | 55.0 | 45,000.00 |
| 32000-Const. Mgmmt | 35,800.00 | | | | 0.0 | 35,800.00 |
| TOTALS: | 1,598,950.00 | 949,427.50 | 22,163.35 | 971,590.85 | 60.8 | 627,359.15 |

8-1336-431-00-121-049-0-84 / NM
PO 596375

INVOICE RECEIVED BY
Noe Montes on 11/3/08
GOODS/SERVICES RECEIVED BY:
Noe Montes on 11/3/08

Manuela G. Mauer Lic/Texas
PROJECT MANAGER'S SIGNATURE
Jose Armando J. Sandoval P.E.

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,598,950.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,598,950.00 |
| TOTAL COMPLETED TO DATE | $ | 971,590.85 |
| LESS PREVIOUS INVOICES | $ | 949,427.50 |
| CURRENT PAYMENT DUE | $ | 22,163.35 |

L&G Engineering
Transportation Consultants

November 3, 2008

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

**RE: FM 493**

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of October 2008. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

| TASK | | % COMPL |
|---|---|---|
| **FC 110 – DESIGN SCHEMATICS** | | |
| L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16th. We are revising the final schematic based on comments received at the public meeting. | L&G | 95% |
| **FC 120 – ENVIRONMENTAL FIELD WORK** | | |
| This task is complete. | L&G | 100% |
| **FC 120 – ENVIRONMENTAL DOCUMENTS** | | |
| A draft copy of EA has been submitted to TxDOT for initial review and comments. | L&G | 80% |
| **FC 120 – PUBLIC INVOLVEMENT** | | |
| A public meeting was held on September 16, 2997, This task is complete. | L&G | 100% |
| **FC 120 – CULTURAL RESOURCES** | | |
| L&G has been working on obtaining ROE for the surveys to begin. In addition all background and research has been conducted and permits are hand for surveys. | L&G | 13.7% |
| **FC 120 – PUBLIC INVOLVEMENT (OUTSOURCED)** | | |
| No activities occurred this month. | L&G | 62% |
| **FC 130 – PRELIMIANRY RIGHT-OF-WAY MAPPING** | | |
| Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to L&G. A hard copy of all ROW information has been submitted to our office. | RODS | 100% |
| **FC 150 – SURVEY PLANS AND DESIGN** | | |
| L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets. | L&G | 95% |
| **FC 150 – SURVEY PLANS AND DESIGN SUB** | | |
| Control points (BM's) are complete. | RODS | 100% |

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • JGarza@LGEngineers.com

| | | |
|---|---|---|
| **FC 150 - HORIZONTAL & VERTICAL CONTROL** | | |
| H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' South of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted. | RODS | 100% |
| **FC 160 - ROADWAY DESIGN** | | |
| Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We continue to adjust profile and centerline and are finalizing the design cross sections and earthwork. | L&G | 47% |
| **FC 161 - DRAINAGE** | | |
| We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls. | L&G | 53% |
| **FC 162 - PAVEMENT MARKING AND SIGNING** | | |
| Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT. Revisions have been made to the striping based on correct schematic. Plan sheets are being cut. | L&G | 46% |
| **FC 162 - RENTAL DESIGNATE** | | |
| This task has not begun. | | 0% |
| **FC 163 - TRAFFIC CONTROL PLAN** | | |
| We have completed the TCP typical sections and continue to develop the overall TCP plan. | L&G | 30% |
| **FC 165 - IRRIGATION** | | |
| All irrigation crossings have been identified and existing conditions are being drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans. Existing structure details are being verified. | L&G | 35% |
| **FC 163 - UTILITIES** | | |
| An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs have been being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. | L&G | 55% |
| **FC 163 - CONTRACT MANAGEMENT** | | |
| L&G continues to coordinate and manage the work required and is providing County with updates. L&G Engineering met with Precinct #1 on October 27, 2008 | L&G | 55% |
| **FC 200 - CONSTRUCTION MANAGEMENT** | | |
| This task has not begun. | L&G | 0% |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

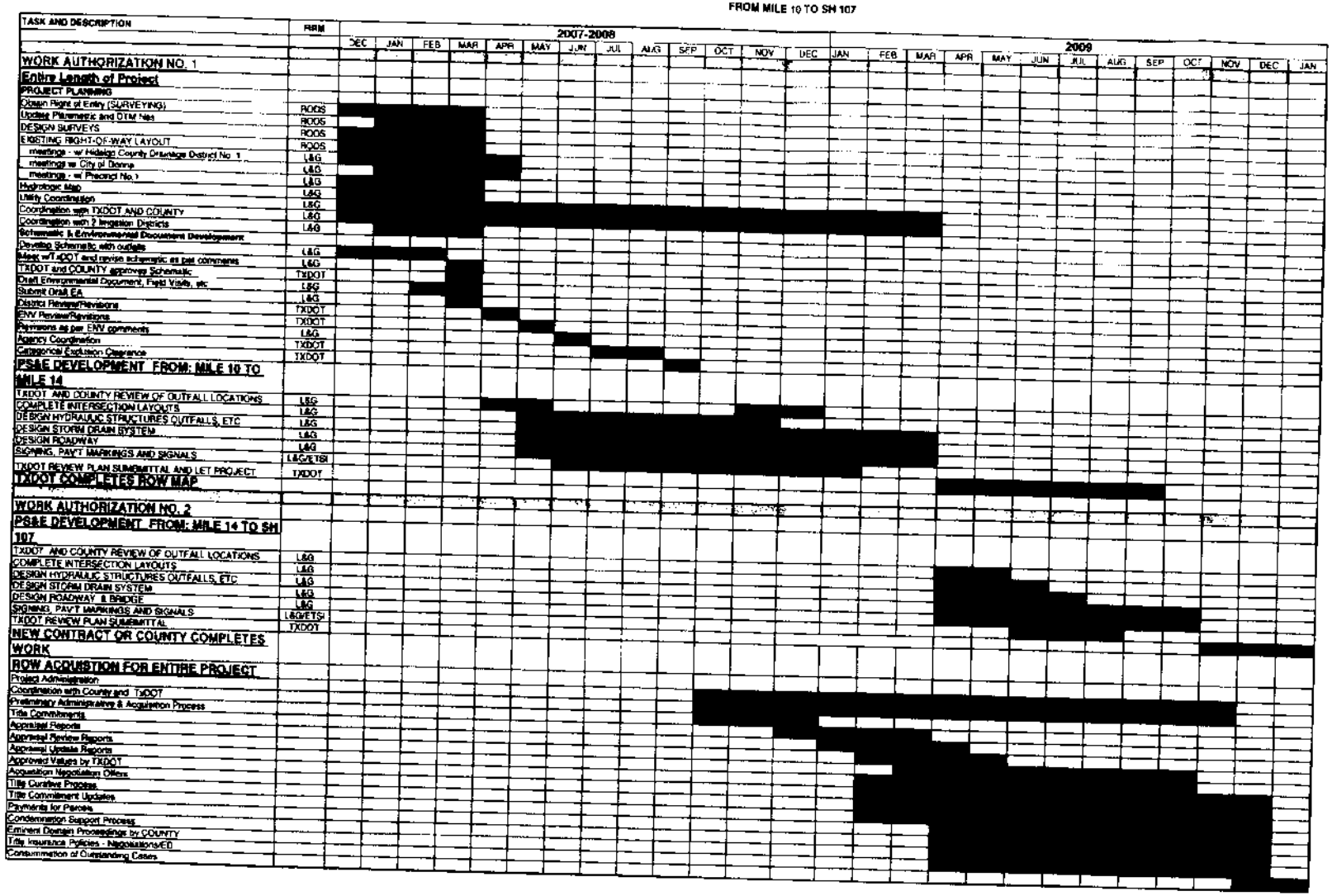
Sincerely,

AJS PE

Armando J. Sandoval, P.E.
Project Manager

Attachment

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM MILE 10 TO SH 107




ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

9569737804 PCT 1 09:42:07 a.m. 11-05-2008 5/5

# SYLVIA S. HANDY
## COUNTY COMMISSIONER, PCT. 1

**(956) 968-8733 FAX(956) 973-7804**
**1902 JOE STEPHENS AVE.**
**Weslaco, Texas 78596**


# FAX COVERSHEET

| | | | |
|---|---|---|---|
| **To:** | Purchasing Department | **From:** | Noe Monez |
| | Attn: Letty Saenz | | |
| **Fax:** | | **Pages:** | 5 |
| **Phone:** | | **Date:** | 11/5/08 |
| **Re:** | | **CC:** | |

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please arrange to place the following invoice #11322813 from L & G Consulting Engineers on the next CC meeting for approval for payment. This is for Purchase order #596375.

Thanks

Noe Montez


***NOTICE OF CONFIDENTIALITY***

***THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.***

Leo L. Rodriguez Jr. d/ba Rodriguez Engineering
P.O. Box 1830
Edinburg, Texas 78540
956-491-1013 Fax: 956-380-2775

Invoice No. 08003

**Customer**

Name: Hidalgo County Precinct No. 1
Address: 1902 Joe Stephens Avenue
City: Weslaco State: Texas Zip: 78596
Attention: Commissioner Sylvia Handy

Date: November 4, 2008

Project Name:
Barrera Street

**Description**

Engineering services rendered for completion of Prelimary Phase for the Paving Improvements for Barrera Street

P.O. # 611007
CONTRACT AMT.: $ 15,000.00

| Scope of Services | Contract Amount | % Completed To Date | Total Due | Less Previous Payments | Amount Due This Request | Balance To Complete |
|---|---|---|---|---|---|---|
| Preliminary | | | | | | |
| Phase 25% | $ 3,750.00 | 100% | $ 3,750.00 | $ 0.00 | $ 3,750.00 | $ 0.00 |
| | | | | | | |
| Design | | | | | | |
| Phase 50% | $ 7,500.00 | 0% | $ 0.00 | $ 0.00 | $ 0.00 | $ 7,500.00 |
| | | | | | | |
| Construction | | | | | | |
| Phase 25% | $ 3,750.00 | 0% | $ 0.00 | $ 0.00 | $ 0.00 | $ 3,750.00 |
| | | | | | | |
| Total | $ 15,000.00 | 25% | $ 3,750.00 | $ 0.00 | $ 3,750.00 | $ 11,250.00 |

Submitted By: Rodriguez Engineering

INVOICE RECEIVED BY
Noe Hunter on 11/04/08

NR GOODS/SERVICES RECEIVED BY:
Noe Hunter on 11/04/08

8-1201-431-00-121-005-0-734

PO 611007

Office Use Only

We Appreciate Your Business

# SYLVIA S. HANDY
## COUNTY COMMISSIONER, PCT. 1

**(956) 968-8733 FAX(956) 973-7804**
**1902 JOE STEPHENS AVE.**
**Weslaco, Texas 78596**


# FAX COVERSHEET

**To:** Purchasing Department **From:** Noe Monez

Attn: Letty Saenz

**Fax:** **Pages:** 7

**Phone:** **Date:** 11/5/08

**Re:** **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please arrange to place the following invoice #08003 from Rodriguez Engineering on the next CC meeting for approval for payment. This is for Purchase order #611007.

Thanks

Noe Montez


***NOTICE OF CONFIDENTIALITY***

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# DL, INC.
DOS LOGISTICS, INC.

**Bill To:**
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

**DATE:**
November 4, 2008

**INVOICE # 01.08 M3**

**PO Number: 611042**

| DESCRIPTION | CONTRACT AMOUNT | % COMPLETED TO DATE | TOTAL DUE | LESS PREVIOUS PAYMENTS | AMOUNT DUE THIS REQUEST | BALANCE TO COMPLETE |
|---|---|---|---|---|---|---|
| Hidalgo County Pct. 1 | | | | | | |
| **Culvert Pipe Bridge Washout on Mile 3 North and FM 491** | | | | | | |
| Preliminary Phase 25% | $5,051.25 | 100% | $5,051.25 | | $5,051.25 | $0.00 |
| Design Phase 50% | $10,102.50 | 100% | $10,102.50 | | $10,102.50 | $0.00 |
| Construction Phase 25% | $5,051.25 | 0% | $0.00 | | $0.00 | $5,051.25 |
| TOTAL | $20,205.00 | | | | | $5,051.25 |
| | | | TOTAL DUE | | $15,153.75 | |

County Approval: _____

Please remit to:
Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599

THANK YOU FOR YOUR BUSINESS!

PCT. #1 NM
ROAD & BRIDGE
8 -1201-431-00-121-005-0- 334
611042

INVOICE RECEIVED BY
NoE Montes on 11/5/08
GOODS/SERVICES RECEIVED BY:
NoE Montes on 11/5/08

# DL, INC.
DOS LOGISTICS, INC.

**Bill To:**
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

**DATE:**
November 4, 2008

**INVOICE # 01.08 M6**

**PO Number: 511041**

| SCOPE OF SERVICES | CONTRACT AMOUNT | % COMPLETED TO DATE | TOTAL DUE | LESS PREVIOUS PAYMENTS | AMOUNT DUE THIS REQUEST | BALANCE TO COMPLETE |
|---|---|---|---|---|---|---|
| Hidalgo County Pct. 1 | | | | | | |
| **Mile 6 and Mile 13 North including Martin Moreiez** | | | | | | |
| Preliminary Phase 25% | $12,482.75 | 100% | $12,482.75 | | $12,482.75 | $0.00 |
| Design Phase 50% | $24,965.50 | 100% | $24,965.50 | | $24,965.50 | $0.00 |
| Construction Phase 25% | $12,482.75 | 0% | $0.00 | | $0.00 | $12,482.75 |
| TOTAL | $49,931.00 | | | | | $12,482.75 |
| | | | TOTAL DUE | | $37,448.25 | |

County Approval: _____

**Please remit to:**
**Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599**

**THANK YOU FOR YOUR BUSINESS!**

PCT. #1
ROAD & BRIDGE
S -1201-431-00-121-005-0- 334
611041

INVOICE RECEIVED BY
Noe Montes on 11/5/08
GOODS/SERVICES RECEIVED BY:
Noe Montes on 11/5/08

# SYLVIA S. HANDY
## COUNTY COMMISSIONER, PCT. 1

**(956) 968-8733 FAX(956) 973-7804**
**1902 JOE STEPHENS AVE.**
**Weslaco, Texas 78596**


# FAX COVERSHEET

| | | | |
|---|---|---|---|
| **To:** | Purchasing Department | **From:** | Noe Montez |
| | Attn: Letty Saenz | | |
| **Fax:** | | **Pages:** | 3 |
| **Phone:** | | **Date:** | 11/5/08 |
| **Re:** | | **CC:** | |

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoice #01.08m3 from Dos Logistics on the next CC meeting for approval for payment. This is for po #611042 for the Culvert Pipe Washout on Mi 3 N and FM 491.

Also please place inv# 01.08M6 from Dos Logistics on the next CC meeting for approval for payment. This is for po #611041 for the services for Mi 6 and Mi 13 including Martin Morales.

Thanks

Noe Montez


***NOTICE OF CONFIDENTIALITY***

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# HIDALGO COUNTY

## Professional Surveying Services

## Contract #C-08-225-09-09

# WORK AUTHORIZATION NO. 2

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 DOS LAND SURVEYING, LLC, Texas, hereinafter called "Surveyor".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Surveyor to provide surveying services as it pertains to the following:

1. Valley View Road from US Highway 281 (Military Hwy) north to Anaya Road (approx. 1.0 mile).

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 $11,100.00.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 3 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work .

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
Sylvia Handy, 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:
DOS LAND SURVEYING, LLC

BY:_____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

# ATTACHMENT "A"

**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.

# ATTACHMENT "B"
## Payment / Fee Schedule

A. Valley View Road

Topographical and ROW survey on Valley View Road from US Highway 281 (Military Hwy) North to Anaya Road (approx. 1.0 mile)

**Total : $11,100.00**

**DATE:** November 6, 2008 **MEETING REQUEST DATE:** November 12, 2008

**DEPARTMENT HEA** COMMISSIONER SYLVIA HANDY

**DEPARTMENT NAM** PCT #1 ROAD & BRIDGE

**ACCOUNT NUMBEI** 8-1201-431-00-121-005-0-XXX

**SUBJECT:** Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Governmer Chapter 111, Subchapter C.

| FROM ACCOUNT NUMBER | | | | | | | | ACCOUNT NAME | | TO ACCOUNT NUMBER | | | | | | | | ACCOUNT NAME | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8- | 1201- | 431- | 00- | 121- | 005- | 0- | 733 | Drainage | | 8- | 1201- | 431- | 00- | 121- | 005- | 0- | 334 | Engineer Services | 11,100.00 |
| | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | 11,100.00 |

REASON: Need to cover future invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

# SYLVIA S. HANDY
## COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596


# FAX COVERSHEET

**To:** Letty **From:** Robert E

**Fax:** **Pages:**

**Phone:** **Date:** 7

**Re:** **CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments**

Please place on CC for 11/12/08

4-1201-431-00-121-005-0-334


*NOTICE OF CONFIDENTIALITY*

*THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.*

**AI-12092** **19.C.1.**

**Loading & Hauling of Dirt for Pct 2**

**CC REGULAR**

**Date:** 11/12/2008

**Submitted By:** Elena Gomez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 2

## Information

### CAPTION

Recommending award of bid and approval of contract document to "Benardo Saenz Jr. dba Universal Truckers, Inc.", the lowest bidder meeting all specifications and/or terms and conditions as attached hereto for "Hidalgo County Pct 2 -Loading and Hauling of Dirt"(Bid No. 2008-337-10-15-MEG)

### BACKGROUND

Contract document has been reviewed and approved as to form by legal counsel.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-346

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

### BUDGETARY IMPACT:

Available balance of $50,126.14 as of 11/5/08.

## Attachments

Link: Memo of Recommendation/Participation Sheet/Tabulation Sheet/Contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/05/2008 02:18 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/05/2008 02:44 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 11/05/2008 05:34 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:24 AM | APRV |

Form Started By: Elena Gomez Started On: 11/04/2008 01:31 PM

Final Approval Date: 11/07/2008

# MEMORANDUM

TO: Ricardo Cuellar, Field Operation Director
Cc: Humberto Garza
Attn: Yolanda Cisneros

FROM: Elena Gomez-, Buyer
Hidalgo County Purchasing Department

DATE: October 20, 2008

RE: **Bid No. 2008-337-10-15-MEG**
**-HIDALGO COUNTY PRECINCT NO. 2 "LOADING AND HAULING OF DIRT"**
**"BID AWARD RECOMMENDATION REQUEST"**

Attached you will find two copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, October 21, 2008 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, October 28, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| UNIVERSAL TRKNG | LOWEST BIDDER |
| | |
| | |
| Acct. # 8-1202-431-00-122-006-0-346 | |

Ricardo Cuellar — RICARDO CUELLAR — 10/20/08

Authorized Signature — Printed Name — Date

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG
# SPECIFICATIONS/BID PACKETS
# IBF-RFP-RFQ-RFI

**BID OPENING DATE:** October 15, 2008 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION:** "Loading and Hauling of Dirt for Precinct No. 2"

**BID NO: 2008-337-10-15-MEG**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST VIA * | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NOs |
|---|---|---|---|---|
| Roy's Hauling Services<br>**Attn:** Roy Balderas Jr. | BLM | Elena Gomez | 09/29/08 | 2016 N Jackson<br>Edinburg, Texas 78540<br>956-383-2206<br>Royshaulinginc.@aol.com |
| Universal Truckers<br>**Attn:** Bernaldo Saenz | BLM | Elena Gomez | 9/29/08 | 1052 Esperanza Street<br>Alamo, Texas 78516<br>P.O. Box 653<br>956-782-4939 |
| SDG Development<br>**Attn:** | BLM | Elena Gomez | 9/29/08 | 808 S. Shary Rd. Ste 5<br>PMB 254<br>Mission, Texas 78572 |
| Jacob Ortega Farms<br>**Attn: Jacob Ortega** | TR | Elena Gomez | 10/03/08 | 934 Santa Rosa Ave.<br>Edcouch, Texas 78538<br>Cell: 463-6984<br>jacobortega24@yahoo.com |
| **Attn:** April Greene | ER | Elena Gomez | 10/03/08 | April4SRS@aol.com |
| | | | | |
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| | | | | |

**PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**EMAIL REQUEST (ER)**

# HIDALGO COUNTY PRECINCT NO. 2
# "LOADING AND HAULING OF DIRT WITH AN OPTION"
# BID NO. 2008-337-10-15-MEG
# TABULATION PAGE

**OPTION I** | **PARTICIPATES:**

| ROY'S HAULING | | | | UNIVERSAL TRUCKERS | | | |
|---|---|---|---|---|---|---|---|
| Size | Total Cost per Cubic Yard | Fuel Cost Percentage per Cubic Yard | Current Fuel Cost | Size | Total Cost per Cubic Yard | Fuel Cost Percentage per Cubic Yard | Current Fuel Cost |
| 01-10 Mile | 3.75 | 75% | 2.81 | 01-10 Mile | 3.48 | 50% | 1.74 |
| 11-20 Mile | 4.00 | 75% | 3.00 | 11-20 Mile | 3.75 | 50% | 1.88 |
| 21-30 Mile | 4.75 | 75% | 3.56 | 21-30 Mile | 4.50 | 50% | 2.25 |
| 31-40 Mile | 5.25 | 75% | 3.94 | 31-40 Mile | 5.00 | 50% | 2.50 |
| 41-50 Mile | 6.00 | 75% | 4.50 | 41-50 Mile | 5.75 | 50% | 2.88 |
| 51-60 Mile | 6.75 | 75% | 5.06 | 51-60 Mile | 6.50 | 50% | 3.25 |
| 61-70 Mile | 7.25 | 75% | 5.44 | 61-70 Mile | 7.00 | 50% | 3.50 |

**OPTION II** | **PARTICIPATES:**

| ROY'S HAULING | | | | UNIVERSAL TRUCKERS | | | |
|---|---|---|---|---|---|---|---|
| Size | Total Cost per Cubic Yard | Fuel Cost Percentage per Cubic Yard | Current Fuel Cost | Size | Total Cost per Cubic Yard | Fuel Cost Percentage per Cubic Yard | Current Fuel Cost |
| 01-10 Mile | 4.10 | 75% | 3.08 | 01-10 Mile | 3.95 | 50% | 1.98 |
| 11-20 Mile | 4.45 | 75% | 3.34 | 11-20 Mile | 4.25 | 50% | 2.13 |
| 21-30 Mile | 5.20 | 75% | 3.90 | 21-30 Mile | 4.90 | 50% | 2.45 |
| 31-40 Mile | 5.60 | 75% | 4.20 | 31-40 Mile | 5.40 | 50% | 2.70 |
| 41-50 Mile | 6.35 | 75% | 4.76 | 41-50 Mile | 5.90 | 50% | 2.95 |
| 51-60 Mile | 7.00 | 75% | 5.25 | 51-60 Mile | 6.50 | 50% | 3.25 |
| 61-70 Mile | 7.35 | 75% | 5.51 | 61-70 Mile | 7.25 | 50% | 3.63 |

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-08-337-11-12**

THIS CONTRACT is made and entered into this **12th** day of **November**, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Bernardo Saenz Jr. dba Universal Truckers, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Loading and Hauling of Dirt**" for **Precinct No. 2** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Precinct No. 2.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 19, 2008** and ending on **December 18, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | **The County of Hidalgo**<br>**Attn: County Judge**<br>**100 E. Cano**<br>**Edinburg, Texas 78539** |
| If to Company | **Bernardo Saenz dba Universal Truckers, Inc.**<br>**PO Box 653** |

**Alamo, Texas 78516**

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 may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

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

_____
Arturo Guajardo Jr., County Clerk

**COMPANY: Bernardo Saenz, Jr. dba Universal Truckers**
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

# EXHIBIT "A"

## HIDALGO COUNTY PRECINCT NO. 2
## "LOADING AND HAULING OF DIRT"
## RFB NO. 08-337-10-15-MEG

### SPECIFICATIONS/REQUIREMENTS

**Scope of Project:**
Hidalgo County Precinct No. 2 is requesting bids for "Loading and Hauling of Dirt".

1. Request for bids will be within the area of Hidalgo County Precinct No. 2 as follows: Hauling - Option I and Loading Services- Option II.

2. Bid price must be on a per cubic yard-per radius basis. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page.

3. Bidder(s) will be responsible for providing equipment necessary for project.

4. Bid Award: Bid award will be to the lowest and best bid meeting all requirements. The County of Hidalgo reserves the right to: **A.** separate and accept, or eliminate any items(s) listed under this bid that is deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one or to multiple bidder if the County determines it is in its best interest to do so.

5. Contract term will be for an initial one (1) year with County's option to extend the contract for an additional year. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for the next contract term.

6. Contract Term will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles, provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in it's best interest to do so.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".

9. Requesting the **minimum of Ten (10) vendor owned hauling trucks** that will be available for this bid for Hidalgo County with the minimum of sixteen (16) cubic yards per load that will be available for the "**Hauling of Dirt With An Option to Load**". Please note the make, year,model and capacity of your hauling trucks on Exhibit "E".

10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

**Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**1). Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** All written inquiries will be accepted via facsimile no later than, **Wednesday, October 08, 2008 by 5:00 P.M**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 10, 2008 by 5:00 P.M.**

# EXHIBIT B

**HIDALGO COUNTY PRECINCT NO. 2**
**"LOADING AND HAULING OF DIRT"**
**BID NO. 08-337-10-15-MEG**

## Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

**OPTION I**

| " HAULING OF DIRT" | | | |
|---|---|---|---|
| **Radius (Round trip)** | **Total Cost per Cubic Yard** | **Fuel Cost Percentage per Cubic Yard** | **Current/base Fuel Cost** |
| SAMPLE | $3.00 | 33.00% | $1.00 |
| 01-10 Mile | $ 3.48 | 50 % | $1.74 |
| 11-20 Mile | $ 3.75 | 50% | $1.88 |
| 21-30 Mile | $ 4.50 | 50% | $2.25 |
| 31-40 Mile | $ 5.00 | 50% | $2.50 |
| 41-50 Mile | $ 5.75 | 50% | $2.88 |
| 51-60 Mile | $ 6.50 | 50% | $3.25 |
| 61-70 Mile | $ 7.00 | 50% | $3.50 |

**OPTION II**

| " LOADING AND HAULING OF DIRT" | | | |
|---|---|---|---|
| **Radius (Round trip)** | **Total Cost per Cubic Yard** | **Fuel Cost Percentage per Cubic Yard** | **Current/base Fuel Cost** |
| SAMPLE | $3.00 | 33.00% | $1.00 |
| 01-10 Mile | $ 3.95 | 50% | $1.98 |
| 11-20 Mile | $ 4.25 | 50% | $2.13 |
| 21-30 Mile | $ 4.90 | 50% | $2.45 |
| 31-40 Mile | $ 5.40 | 50% | $2.70 |
| 41-50 Mile | $ 5.90 | 50% | $2.95 |
| 51-60 Mile | $ 6.50 | 50% | $3.25 |
| 61-70 Mile | $ 7.25 | 50% | $3.63 |

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2008

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

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
Bernardo Saenz Jr. Dba Universal Truckers, Inc.
P O. Box 653
Alamo Tx. 78516

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Southern County Mutual Ins. Co. | |
| INSURER B: Republic Lloyds Ins. Co. | |
| INSURER C: Texas Workforce Co. | |
| INSURER D: | |
| INSURER E: | |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ 1,000,000.00 |
| | | X COMMERCIAL GENERAL LIABILITY | LGL-100876-05 | 4/23/2008 | 4/23/2009 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000.00 |
| | | CLAIMS MADE [ ] OCCUR | | | | MED EXP (Any one person) | $ 5,000.00 |
| | | | | | | PERSONAL & ADV INJURY | $ 1,000,000.00 |
| | | | | | | GENERAL AGGREGATE | $ 1,000,000.00 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000.00 |
| | | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 500,000.00 |
| | | [ ] ANY AUTO | STC-555435-05 | 4/23/2008 | 4/23/2009 | | |
| | | [ ] ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | X SCHEDULED AUTOS | | | | | |
| | | [ ] HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | [ ] NON-OWNED AUTOS | | | | | |
| | | [ ] | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | [ ] ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | [ ] OCCUR [ ] CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | [ ] DEDUCTIBLE | | | | | $ |
| | | [ ] RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | X WC STATU-TORY LIMITS [ ] OTH-ER | 500,000.00 |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | TSF-00317776-04 | 4/23/2008 | 4/23/2009 | E.L. EACH ACCIDENT | $ 100,000.00 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000.00 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1999-FRHT#1FUYSZYBXXLA24186,1998-FRHT#1FUYSSEB3WL896863, 1997-FRHT#1FUYSSEB2VP704999
1998-FRHT#1FUYSZYB7WL972928,1999-FRHT#1FYPCDYB6XLA05750, 1999-FRHT#1FUYSZYB9XLA00798
1999-FRHT#1FUYSZYB8XLA58305, 1998-FRHT#1FUYSZYB1WL972696, 1994-FRHT#1FUYDXYB5RH657373
1999-FRHT#1FUYSZYBAXLA00773, 1998-FRHT#1FUYSZYBXWL973037, 1999-INTL#2HSFHAMR9XCO42968
1999-FRHT#1FUYDZYB7SP568525,2000-FRHT#1FUYS7PB3VL1328210 1995-VOLVO#4VIWDBJH8SN725853

## CERTIFICATE HOLDER

HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

**AI-12143** **19.C.2.**

# South Tower Road Multi-Purpose Facility (CRC) - Additional Park Equipment (Benches and Bleachers)

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Olga Montero, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department **Purchasing only:** Prct. 2 |

## Information

### CAPTION

Presentation for discussion, consideration and approval of proposal received from "The Playwell Group, Inc." awarded vendor through our membership/participation with TASB's BUYBOARD Cooperative Purchasing Program Contract #269-07, in the amount of $16,253.01 for the South Tower Road Multi-Purpose Facility (CRC). Bid No. 2008-445-otm

### BACKGROUND

Refer to recommendation via-email
Proposal from the PlayWell Group/Vendor Contract Info.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739

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

### BUDGETARY IMPACT:

Available balance is $31,361.57 as of 11/6/08.

## Attachments

Link: email from Pct No. 2

Link: Proposal from Vendor

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 12:32 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 01:16 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 11/06/2008 03:43 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 10:07 AM | APRV |
| 5 | Dina Trevino | | 11/07/2008 04:47 PM | NEW |

Form Started By: Olga Montero — Started On: 11/05/2008 04:00 PM

Final Approval Date: 11/07/2008

## Olga T. Montero

**From:** charlie [carlos.contreras@co.hidalgo.tx.us]
**Sent:** Wednesday, November 05, 2008 11:42 AM
**To:** 'Olga T. Montero'; \elena.gomez@co.hidalgo.tx.us
**Cc:** 'Humberto Garza'; yoli.cisneros@co.hidalgo.tx.us; 'Agapito Vargas'
**Subject:** FW: Quote for additional playground equipment (South Tower Park)

Olga, we need to purchase the following additional equipment for the South Tower Park. Mr. Humberto Garza has already approved and signed the quote submitted by Dan Libby. Please review and take the necessary action to buy this equipment. We need to place this item on the Commissioner's Court agenda for the next meeting. If this item gets approved next week, the equipment can be delivered with the first order. As for the funding, please contact Ms.Yoli Cisneros at ext.2002 and if you require or need further information, contact me at ext.2009.

Thank you,
Charlie Contreras
Special Project Manager

-----Original Message-----
**From:** Dan Libby [mailto:dan@playwellgroup.com]
**Sent:** Tuesday, November 04, 2008 2:51 PM
**To:** charlie
**Subject:** RE: Quote for additional playground equipment (South Tower Park)

Hi Charlie,

hereeeeee iit is your quote for the bleachers and benches.

Dan

---

**From:** charlie [mailto:carlos.contreras@co.hidalgo.tx.us]
**Sent:** Mon 11/3/2008 2:43 PM
**To:** Dan Libby
**Subject:** RE: Quote for additional playground equipment (South Tower Park)

Good!

> -----Original Message-----
> **From:** Dan Libby [mailto:dan@playwellgroup.com]
> **Sent:** Monday, November 03, 2008 2:39 PM
> **To:** charlie
> **Subject:** RE: Quote for additional playground equipment (South Tower Park)
>
> Soccer goals come complete with nets.
>
> ---
>
> **From:** charlie [mailto:carlos.contreras@co.hidalgo.tx.us]
> **Sent:** Mon 11/3/2008 2:29 PM
> **To:** Dan Libby
> **Subject:** RE: Quote for additional playground equipment (South Tower Park)
>
> I need the 8 foot with backs recycled plastic..

-----Original Message-----
**From:** Dan Libby [mailto:dan@playwellgroup.com]
**Sent:** Monday, November 03, 2008 2:04 PM
**To:** charlie
**Subject:** RE: Quote for additional playground equipment (South Tower Park)

Charlie,

At the NSJP you have one (4 foot) and twelve (8 foot) with backs, and six (6 foot) without backs made of recycled plastic, what do you want at South Tower?

---

**From:** charlie [mailto:carlos.contreras@co.hidalgo.tx.us]
**Sent:** Mon 11/3/2008 1:44 PM
**To:** Dan Libby
**Subject:** Quote for additional playground equipment (South Tower Park)

Good afternoon Dan,

Just following up on the status for the additional playground equipment at South Tower Park.

Also do you have a delivery date on the first order yet?

# The PlayWell Group


**Toll free: (800) 726-1816** **Free Fax: (800) 560-9150**

**New Mexico**
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113
(505) 899 1762

**Texas**
2750 Northaven Rd. Suite 103
Dallas, TX 75229
(972) 488-9355


| QUOTATION | |
|---|---|
| SQ-15260 | 11/4/2008 |

| Customer | Contact | Ship To |
|---|---|---|
| Hidalgo County Precinct 2<br>301 E State<br>PHARR TX 78577 | Hidalgo County Precinct 2/<br>North San Juan Park/ Charlie<br>Contreras<br>301 E State<br>PHARR TX 78577<br>UNITED STATES<br>Tel: (956)-787-1891 | Hidalgo County Precinct 2<br>Daniel Flores<br>317 N Closner<br>EDINBURG TX 78541<br>UNITED STATES<br>Tel: (956)-239-1942<br>Fax: (956)-787-4683 |

| Account | Terms | Due Date | Account Rep | Schedule Date |
|---|---|---|---|---|
| 1581 | NET 30 | 12/4/2008 | Dan Libby | 12/31/2008 |

| Quotation | PO # | Reference | Ship VIA | Page | Printed |
|---|---|---|---|---|---|
| SQ-15260 | | | Default Carrier | 3 | 11/4/2008 2:43:21PM |

| L | Item | Description | Qty | Price | UM | Discount | Amount |
|---|---|---|---|---|---|---|---|
| 1 | BuyBoard | BUYBOARD | 1 | $0.00 | EA | | $0.00 |
| 2 | | This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.# 269-07 | | | | | |
| 3 | | | | | | | |
| 4 | RJT-SWRB3/G-8PC | Recycled Plastic Bench CEDAR | 12 | $873.00 | EA | $838.08 | $9,637.92 |
| 5 | SH | Shipping & Handling | 1 | $4,396.33 | EA | | $4,396.33 |
| 6 | NRS-NB03075ASTD | 3 Row x 7'-6" Non Elevated Bleacher | 2 | $1,014.00 | EA | $162.24 | $1,865.76 |
| 7 | SH | Shipping & Handling | 1 | $353.00 | EA | | $353.00 |

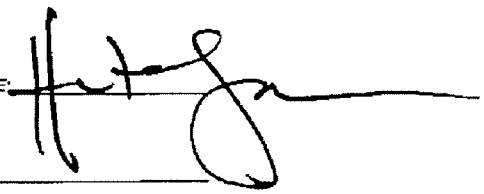
This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Tax Details
EXEMPT 90.000

| | |
|---|---|
| Taxable | $0.00 |
| Total Tax | $0.00 |
| Exempt | $16,253.01 |
| Total | $16,253.01 |
| Balance | $16,253.01 |

SIGNATURE: 

Date: _____

# The PlayWell Group

**Toll free: (800) 726-1816** **Free Fax: (800) 560-9150**

**New Mexico**
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113
(505) 899 1762

**Texas**
2750 Northaven Rd. Suite 103
Dallas, TX 75229
(972) 488-9355

11/4/2008

Hidalgo County Precinct 2/
North San Juan Park/ Charlie
Conteras
301 E State
PHARR TX 78577
UNITED STATES
Tel: (956)-787-1891

Thank You for Choosing, The PlayWell Group, for all Your Park and Play Needs! Your Business is Appreciated!

Warning
Surfacing Required! IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Protection Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

Owner's Responsibility
All playground equipment and surfaces must be maintained and/or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

Delivery Time Varies Depending on Manufacturer. Please refer to Quote to find Specific Time.

DelvTerms
F.O.B. FACTORY
Title to all goods passes to the customer at the time of shipment from the manufacturer. All quoted ship dates are approximate and contingent upon manufacture's shipping schedules or other causes beyond our control. PRODUCTS ARE SHIPPPED KNOCKED DOWN. CUSTOMER IS RESPONSIBLE FOR ASSISTING IN UNLOADING, STORAGE AND INSTALLATION OF MATERIALS UNLESS OTHERWISE STATED.

Terms & Conditions
New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required.
Late penalties may apply.

Full payment due on all orders under $1,000.00 No Exceptions

ACTS OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!

CancelPolicy
THANK YOU FOR YOUR BUSINESS!
Your equipment will be ordered immediately upon receipt of written approval. Order changes will delay shipment up to 6 weeks. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and handling fees plus a 25% restocking fee. No refunds will be given on installed equipment.

Installation Is Not Included On This Quote
A separate Installation quote must be included with your order if installation is required.
Installation is not included in any price listed on this quote.
Please sign below to acknowledge acceptance of these terms.

## Vendor Contract Information

Proposal Documents | Back

**Vendor:** The Playwell Group, Inc.
**Address:** 2750 Northhaven Road, Suite 103
Dallas, TX 75229
**Phone:** (800) 726-1816
**Contact:** Claudia Wolosz
**Email:** claudia@playwellgroup.com
**Website:** www.playwellgroup.com
**Federal ID:** 75-2658108
**HUB Vendor:** Yes
**Minority Owned Business:**
Yes
**Women Owned Business:**
Yes
**Accepts RFQs:** Yes
**Contract:** Parks & Recreation & Field Lighting Products & Installation #269-07
**Effective Date:** 10/1/2007
**Expiration Date:** 9/30/2010
**Payment Terms:** Net 30 days
**Delivery Days:** 75
**Shipping Terms:** Freight not included in price
**Freight Terms:** FOB Shipping Point
**Ship Via:** Common Carrier
**Quote Reference Number:**
269-07
**Regions Served:** All Texas Regions
**States Served:** New Mexico, Texas
**Vendor Exceptions:** Freight rate will vary based on load size, type of material, weight, information. Call to get freight quote.
**Additional Information:** INSTALLATION WORK IS PERFORMED BY PLAYWORKS
**Return Policy:** 30 days if not installed, maybe subject to restock fee.

[ Log Out ]

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**AI-12133** **19.C.3.**

**Requesting approval of Payment No. 1 for VA Architecture for South Tower Rd Park Project**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Rocio Villarreal, PURCHASING DEPT. |
| **Submitted For:** | Rocio Villarreal |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Prct. 2 |

## Information

### CAPTION

Approval of Request for Payment No. 1 in the amount of $31,955.63, from V-A Architecture, contracted architect for "South Tower Rd Park Project" C-07-042-04-17

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1212-452-00-122-008-0-739

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

### BUDGETARY IMPACT:

Available balance is $31,361.57; additional funding is pending transfer (AI-12158) in the amount of $50,000.00.

## Attachments

Link: AI-12133 South Tower Backup

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 10:05 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 10:17 AM | APRV |
| 3 | Dale Kennan | Dale Kennan | 11/06/2008 02:46 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 10:03 AM | APRV |
| 5 | Dina Trevino | | 11/07/2008 04:47 PM | NEW |

Form Started By: Rocio Villarreal — Started On: 11/05/2008 02:17 PM

Final Approval Date: 11/07/2008

# V·A Architecture

**REQUEST FOR PAYMENT NO: One**

Project Name: South Tower CRC/Park Pending Construction Items — No. 07-1004A
Hidalgo County Pct. 2
Alamo, Texas

Architetural Firm: V-A Architecture

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

| **Project Contract Amount *$** | | **$655,500.00** | **Arch % Rate:** | | **6.5%** | ***$ Max. Contract Amt.** | | **$42,607.50** |
|---|---|---|---|---|---|---|---|---|
| **Scope of Services** | | **Estimated Budget** | **% Completed To Date** | | **Total Due** | **Less Prev. Payments** | | **Amount Due This Request** |
| Schematic Desgign | | | | | | | | |
| A/E Fee | 15% | *$ 6,391.13 | 100% | *$ | 6,391.13 | *$ 0.00 | *$ | 6,391.13 |
| Design Development | | | | | | | | |
| A/E Fee | 20% | *$ 8,521.50 | 100% | *$ | 8,521.50 | *$ 0.00 | *$ | 8,521.50 |
| Constr. Doc. Phase | | | | | | | | |
| A/E Fee | 40% | *$ 17,043.00 | 100% | *$ | 17,043.00 | *$ 0.00 | *$ | 17,043.00 |
| Bidding Phase | | | | | | | | |
| A/E Fee | 5% | *$ 2,130.38 | 0% | *$ | 0.00 | *$ 0.00 | *$ | 0.00 |
| Construction Adm. | | | | | | | | |
| A/E Fee | 20% | *$ 8,521.50 | 0% | *$ | 0.00 | *$ 0.00 | *$ | 0.00 |
| Reimbursables | | *$ 0.00 | 0% | *$ | 0.00 | *$ 0.00 | *$ | 0.00 |
| TOTALS | | *$ 42,607.50 | | *$ | 31,955.63 | *$ 0.00 | *$ | 31,955.63 |
| | | | | | | Total Amount This Request | *$ | **31,955.63** |

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture — October 29, 2008
Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

October 23, 2008

**V·A Architecture**

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: Hidalgo County Pct. 2 South Tower Road Park, Alamo, Texas
2008-403-00-00-MSS

Commissioner Palacios:

Pursuant to Commissioners' Court approval of option #1 to obtain proposals from state awarded vendors for the above referenced project, and our subsequent meeting of 10/21/08 with representatives from Pct. 2, Purchasing, Budget Office, and Risk Management, we are proceeding with the completion of Construction Documents, which include the following items:

1. Three 40' diameter pre-engineered heavy timber pavilions with concrete slab
2. One 1,409 sf restroom and storage building
3. One 74' x 104' basketball court, including backstops
4. One 40' x 60' x 18' pre-engineered steel pavilion.
5. Three 20' x 40' handball courts
6. Selective sitework and underground utilities

Our Statement of Probable Construction Cost dated February 11, 2008 and attached herewith, for these items is $570,000.00. We anticipate a cost increase, since then, of approximately 15% .

Therefore, our current project schedule as agreed to on 10/21/08 is as follows:

| | |
|---|---|
| 10/29/08 | Construction Documents issued to state awarded vendor CAS Companies |
| 11/6/08 | Receipt and review of Proposal from CAS Companies |
| 11/11/08 | Tentative Commissioners' Court Agenda item to award to CAS Companies |
| 11/21/08 | Tentative Issuance of Notice to Proceed (subject to contract execution) |
| 3/27/08 | Tentative Substantial Completion date |

Sincerely,

Tomás René Canul, Project Manager

cc: Charlie Contreras, Hidalgo County Pct. 2
Humberto Garza, Hidalgo County Pct. 2
Moisés Salazar, Hidalgo County Purchasing Department
Ramiro Gutiérrez, R. Gutiérrez Engineers

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

# V·A Architecture

October 29, 2008

## Statement of Probable Construction Cost for Hidalgo County Pct. 2
## South Tower Road Park
## Alamo, Texas

| TYPE | DESCRIPTION | QTY. | INDIVIDUAL COST | EXTENDED COST |
|---|---|---|---|---|
| A | SLASH-PROOF SEAT SWING (28' x 24') | 4 | $4,025 | $16,100 |
| B | PICNIC SHELTER ( 10' X 10') | 8 | $5,750 | $46,000 |
| C | STANDARD GRILLE | 8 | $2,300 | $18,400 |
| D | RELAX SHELTER (10' X 10') | 6 | $4,600 | $27,600 |
| E | 40' DIA. PRE-ENGINEERED HEAVY TIMBER PAVILION W/ CONCRETE SLAB | 3 | $69,000 | $207,000 |
| F | RESTROOM BUILDING 1,490 SF | 1 | $287,500 | $287,500 |
| G | JOGGING TRAIL 4,725 L.F. X 6' WIDE | 1 | $138,000 | $138,000 |
| H | 2,005 LF X 5' WIDE CONCRETE SIDEWALK | 1 | $34,500.00 | $34,500 |
| I | PAVING 1½" HOT MIX WITH 6" CALICHE BASE @20,000 SQ.YD.S | 1 | $402,500 | $402,500 |
| J | TODDLER PLAYGROUND EQUIPMENT | 1 | $17,250 | $17,250 |
| K | PLAYGROUND EQUIPMENT | 3 | $23,000 | $69,000 |
| L | BASKETBALL COURTS104' X 70' | 1 | $34,500 | $34,500 |
| M | 40' X 60' PAVILION | 1 | $74,750 | $74,750 |
| N | HANDBALL COURTS | 3 | $17,250 | $51,750 |
| P | 165' X 98' SMALL SOCCER FIELD | 2 | $28,750 | $57,500 |
| Q | 195' X 300' LARGE SOCCER FIELD | 1 | $28,750 | $28,750 |
| R | MERRY-GO-ROUNDS | 4 | $2,300 | $9,200 |
| S | SLIDES | 4 | $2,300 | $9,200 |
| T | FLOOD LIGHTS | 4 | $57,500 | $230,000 |
| U | DRAINAGE SYSTEM | 1 | $184,000 | $184,000 |
| V | SANITARY SEWER SYSTEM | 1 | $46,000 | $46,000 |
| W | WATER DISTRIBUTION SYSTEM | 1 | $57,500 | $57,500 |
| X | LANDSCAPING & IRRIGATION | 1 | $57,500 | $57,500 |
| **STATEMENT OF PROBABLE CONSTRUCTION COST** | | | | **$2,104,500.00** |

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

# V·A Architecture

October 29, 2008

**Statement of Probable Construction Cost for Hidalgo County Pct. 2**
**South Tower Road Park**
**Alamo, Texas**

| TYPE | DESCRIPTION | QTY. | INDIVIDUAL COST | EXTENDED COST |
|---|---|---|---|---|
| A | SLASH-PROOF SEAT SWING (28' x 24') | 4 | $4,025 | $16,100 |
| B | PICNIC SHELTER ( 10' X 10') | 8 | $5,750 | $46,000 |
| C | STANDARD GRILLE | 8 | $2,300 | $18,400 |
| D | RELAX SHELTER (10' X 10') | 6 | $4,600 | $27,600 |
| E | 40' DIA. PRE-ENGINEERED HEAVY TIMBER PAVILION W/ CONCRETE SLAB | 3 | $69,000 | $207,000 |
| F | RESTROOM BUILDING 1,490 SF | 1 | $287,500 | $287,500 |
| G | JOGGING TRAIL 4,725 L.F. X 6' WIDE | 1 | $138,000 | $138,000 |
| H | 2,005 LF X 5' WIDE CONCRETE SIDEWALK | 1 | $34,500.00 | $34,500 |
| I | PAVING 1½" HOT MIX WITH 6" CALICHE BASE @20,000 SQ.YD.S | 1 | $402,500 | $402,500 |
| J | TODDLER PLAYGROUND EQUIPMENT | 1 | $17,250 | $17,250 |
| K | PLAYGROUND EQUIPMENT | 3 | $23,000 | $69,000 |
| L | BASKETBALL COURTS104' X 70' | 1 | $34,500 | $34,500 |
| M | 40' X 60' PAVILION | 1 | $74,750 | $74,750 |
| N | HANDBALL COURTS | 3 | $17,250 | $51,750 |
| P | 165' X 98' SMALL SOCCER FIELD | 2 | $28,750 | $57,500 |
| Q | 195' X 300' LARGE SOCCER FIELD | 1 | $28,750 | $28,750 |
| R | MERRY-GO-ROUNDS | 4 | $2,300 | $9,200 |
| S | SLIDES | 4 | $2,300 | $9,200 |
| T | FLOOD LIGHTS | 4 | $57,500 | $230,000 |
| U | DRAINAGE SYSTEM | 1 | $184,000 | $184,000 |
| V | SANITARY SEWER SYSTEM | 1 | $46,000 | $46,000 |
| W | WATER DISTRIBUTION SYSTEM | 1 | $57,500 | $57,500 |
| X | LANDSCAPING & IRRIGATION | 1 | $57,500 | $57,500 |
| **STATEMENT OF PROBABLE CONSTRUCTION COST** | | | | **$2,104,500.00** |

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

**AI-12163** **19.C.4.**

# Precinct No. 2 -South Tower CRC/Park Purchase of Additional Cemeras frm Simplex Grinnell thru TXMAS Contract

## CC REGULAR

**Date:** 11/12/2008
**Submitted By:** Moises Salazar, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 2

## Information

### CAPTION

Presentation for discussion, consideration, and approval to award proposal submitted by SimplexGrinnell LP through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS Contract-5-84070) in an amount not to exceed $11,892.43, for installation of additional surveillance cameras to Precinct #2 South Tower CRC/Park to include but limited to equipment, labor, installation set up and any other accessories as may be needed for a turnkey solution.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1100-466-00-122-082-0-748
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Available balance is $2,400.00 as of 11/6/08. Additional funding is pending AI-12190

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-466-00-122-082-0-664
**FUNDS AVAILABLE Y/N?:** pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Available balance is $ 831.90. Additional funding is pending AI-12190

## Attachments

Link: Quote

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 02:09 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 03:33 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 11/06/2008 04:31 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 08:23 AM | APRV |

Form Started By: Moises Salazar Started On: 11/06/2008 09:20 AM

**SimplexGrinnell**
**BE SAFE.**

1200 E Hackberry
Suite A
Mcallen, TX 78501
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

# SimplexGrinnell Quotation

TO:
Hidalgo County Bldg & Grounds
2803 S. Business 281
Edinburg, TX 78539

Project: CCTV Surveillance Add-ons
Customer Reference:
SimplexGrinnell Reference: 493402082
Date: 10/27/2008


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

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

| QUANTITY | MODEL NUMBER | DESCRIPTION | EXTENDED PRICE |
|---|---|---|---|
| | | **CCTV Surveillance Add-ons** | |
| | | CCTV Surveillance Add-ons | |
| 3 | CPAKOTDN10-40N | CAM PACK:COLOR,TRUE DAY/NIGHT, | 1,557.24 |
| | DPSUB | HUB SUB LABOR | 3,367.90 |
| 1 | ADC1624UL | CAMERA POWER SUPPLY 16 OUTPUTS | 141.27 |
| 2 | ADSPOT | OUTDR DOME PWR SUPPLY | 315.30 |
| 1 | ADACSNET | USB CCTV CNTRL MOD W/INSTL KIT | 293.73 |
| 1 | ADSDU822IHSN | SDU8-22X,NTSC,ID,HC,SMK | 1,994.64 |
| 7 | ADCBH2506TN | CAM,HR,540,NTSC,2.5-6,TNT,BLK | 2,413.53 |
| 1 | DPSEC | DP SECURITY | 673.58 |
| | | TXMAS Contract # TXMAS-5-84070 | |
| | | District Services - CCTV Surveillance Add-ons | |
| | PM LAB | PROJECT/CONSTRUCTION MGMT | 954.88 |
| | | Sundry Items - CCTV Surveillance Add-ons | |
| | FREIGHT | | 180.36 |

**Total net selling price, FOB shipping point, $11,892.43**

Comments

Excludes sales tax. Excludes cutting, patching & painting. Customer to provide power for the DVR, Monitor

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**

## SimplexGrinnell Quotation

Comments (continued)

& Power Supplies. Customer to provide pole for PTZ's if needed.

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

**6. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

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

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

Customer shall further:

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

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

**9. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

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

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

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

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

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

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

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

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

**15. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of aid work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

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

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

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

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

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

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

part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturers warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**22. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**23. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**24. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**25. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**26. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**27. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**28. One-Year Limitation On Actions; Choice Of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**31. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**32. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**33. License Information** (Security System Customers): **AL** Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; **AR** Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: **CA** Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.: **NY** Licensed by the N.Y.S. Department of the State: **TX** Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.

***IMPORTANT NOTICE TO CUSTOMER***

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

FAX: 956-686-9045

| Offered By: | Accepted By: (Customer) |
|---|---|
| SimplexGrinnell LP License#: | |
| 1200 E Hackberry<br>Suite A<br>Mcallen, TX 78501 | Company: |
| Telephone: ~~(361) 289-6474~~ 956-239-2241 | Address: |
| Representative: CHRIS MACDONALD | Signature: |
| | Title: |
| | P.O.#: Date: |

**AI-12201** **19.C.5.**

# Precinct No. 2 -Construction of McColl Road Irrigation Canal Shiphon -Bid Award

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Moises Salazar, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Prct. 2 |

## Information

### CAPTION

Presentation of bids received for the purposes of award for: "Hidalgo County Precinct No. 2-Construction of McColl Road Irrigation Canal Siphon" (RFB No. 08-334) to the lowest responsible bidder meeting all specifications including bid price clarification, as attached hereto, and as recommended by project engineering firm R. Gutierrez Engineering.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-028-0-731

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

**BUDGETARY IMPACT:**

## Attachments

Link: Award recommendation

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 04:09 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 04:15 PM | APRV |
| 3 | Manuel Chapa | | 11/07/2008 04:47 PM | NEW |
| Form Started By: Moises Salazar | | | Started On: 11/07/2008 11:22 AM | |
| Final Approval Date: 11/07/2008 | | | | |

# R. Gutierrez Engineering Corporation

October 29, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – McColl Road 72-inch Siphon
Project No: ENG03.024

Dear Commissioner Palacios:

On Wednesday, October 22, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Four (4) bids were received for this project. The low responsive base bid was for **$511,466.00**. The lowest alternate bid was for **$388,196.73**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract base bid to the lowest responsive bidder being **McAllen Construction, Inc.** from McAllen, Texas in the amount of **$511,466.00**.

We are recommending the base bid over the alternate bid so that the project may proceed sooner. If the alternate bid is selected, the county will have to supply the 72-inch pipe for the project. In order to do this, the county will have to follow the competitive bidding procedures. The bidding procedure would take approximately 6 to 8 weeks at the minimum to complete and we are not sure how much money would actually be saved.

This project is on a tight schedule. The intent of this project is to allow for the relocation of the I.B.W.C. Floodway levees as soon as the project is completed. The levees can only be adjusted during the non-hurricane season from December 1 thru May 31. This project is scheduled to take approximately 75 calendar days to complete. If we award the project on November 4, 2008, contracts would be executed by the end of November. Construction would start in early December and end by mid February. This leaves only 3 ½ months to relocate the levees.

If we were to proceed with the bidding procedures to acquire the 72-inch pipe, we would be looking at advertising for bids on November 8th and 15th and open bids on November 26th. We would then have the information we need to make a decision on whether to award the base bid or the alternate bid. We would then be able to award a contract on December 2, 2008. Following the same timeline for execution of contracts and performing the work as shown above, the amount of time left to relocate the levees would be 2 ½ months.

RECEIVED
Yolie Jackson
OCT 30 '08
Hidalgo County
PRECINCT #2

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

The 2 ½ months is too short a time considering the possibility of delays due to weather and such. Therefore, as stated before, we are recommending awarding the base bid so that we may proceed with the construction as soon as possible.

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Project Files

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

**BID TABULATION**
**MCCOLL ROAD IRRIGATION CANAL SIPHON**

10/22/2008

**DATE: 10/22/08**
**TIME: 9:30 A.M.**
**LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT**

| Item Number | Estimated Quantity | Unit | Item Description | SUMMIT CONTRACTING, LTD | | GO UNDERGROUND | | CLOSNER CONSTRUCTION | | MCALLEN CONSTRUCTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Bid | Total Bid | Unit Bid | Total Bid | Unit Bid | Total Bid | Unit Bid | Total Bid |
| **BASE BID ITEM(S)** | | | | | | | | | | | |
| 132 | 4,038.00 | CY | Embankment (Dens. Cont.)(Ty C) | $ 11.00 | $ 44,418.00 | $ 6.20 | $ 25,035.60 | $ 14.75 | $ 59,560.50 | $ 12.00 | $ 48,456.00 |
| 400 | 571.00 | CY | Cement Stabilized Backfill | $ 50.00 | $ 28,550.00 | $ 55.55 | $ 31,719.05 | $ 85.00 | $ 48,535.00 | $ 60.00 | $ 34,260.00 |
| 400 | 357.00 | CY | Cement-Gravel-Sand Bedding | $ 35.00 | $ 12,495.00 | $ 63.20 | $ 22,562.40 | $ 90.00 | $ 32,130.00 | $ 45.00 | $ 16,065.00 |
| 402 | 506.00 | LF | Trench Excavation Protection | $ 1.50 | $ 759.00 | $ 36.28 | $ 18,357.68 | $ 25.00 | $ 12,650.00 | $ 105.00 | $ 53,130.00 |
| 420 | 22.00 | CY | Concrete (CL C)(Concrete Collar) | $ 1,100.00 | $ 24,200.00 | $ 678.00 | $ 14,916.00 | $ 385.00 | $ 8,470.00 | $ 500.00 | $ 11,000.00 |
| 432 | 273.00 | CY | Concrete Riprap (CL B)(5") | $ 530.00 | $ 144,690.00 | $ 414.00 | $ 113,022.00 | $ 320.00 | $ 87,360.00 | $ 475.00 | $ 129,675.00 |
| 466 | 2.00 | EA | Concrete Headwall (Cast-in-Place) | $ 25,000.00 | $ 50,000.00 | $ 19,220.00 | $ 38,440.00 | $ 8,500.00 | $ 17,000.00 | $ 40,000.00 | $ 80,000.00 |
| 496 | 80.00 | LF | Remove Structure (Conc Box Culvert) | $ 95.00 | $ 7,600.00 | $ 100.00 | $ 8,000.00 | $ 100.00 | $ 8,000.00 | $ 50.00 | $ 4,000.00 |
| *4035 | 648.00 | LF | RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints) | $ 270.00 | $ 174,960.00 | $ 315.03 | $ 204,139.44 | $ 309.00 | $ 200,232.00 | $ 180.00 | $ 116,640.00 |
| 4035 | 304.00 | LF | RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints) (Install Only) | $ 101.00 | $ 30,704.00 | $ 122.00 | $ 37,088.00 | $ 165.00 | $ 50,160.00 | $ 60.00 | $ 18,240.00 |
| **TOTAL BASE BID AMOUNT:** | | | | | **$ 518,376.00** | | **$ 513,280.17** | | **$ 524,097.50** | | **$ 511,466.00** |
| **ALTERNATE BID ITEM(S)** | | | | | | | | | | | |
| 4035 | 648.00 | LF | RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints) (Install Only) | $ 101.00 | $ 65,448.00 | $ 122.00 | $ 79,056.00 | $ 165.00 | $ 106,920.00 | $ 60.00 | $ 38,880.00 |
| **TOTAL ALTERNATE BID AMOUNT:** | | | | | **$ 408,864.00** | | **$ 388,196.73** | | **$ 430,785.50** | | **$ 433,706.00** |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2**

| **BID OPENING DATE: October 22, 2008** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: "Construction of McColl Road Irrigation Cana Siphon "**

| **BID NO: 2008-334-10-22-MSS** | | **BUYER: Moises Salazar** | | | |
|---|---|---|---|---|---|
| **BID # RFB#** | **NAME OF COMPANY** | **TOTAL PRICE** | Alternate | **Addendum 1** | **BID BOND OR CHECK INCLUDED** |
| #1 | Summit Contracting LTD, Weslaco, TX | $518,376.00 | $65,448.00 | ✓ | ✓ |
| #2 | Go Underground Const. Harlingen, TX | $513,280.17 | $79,052.00 | ✓ | ✓ |
| #3 | Closner Const. Co. L.C. La Feria, TX | $524,997.50 | $106,920.00 | ✓ | ✓ |
| #4 | McAllen Construction Inc. McAllen, TX | $511,466.00 | $38,880.00 | ✓ | ✓ |
| #5 | | | $433,700.00 | | |
| #6 | | | | | |
| #7 | | | | | |
| #8 | | | | | |
| #9 | | | | | |

**AI-12205** **19.C.6.**

**Requesting Approval of WA#2**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Rocio Villarreal, PURCHASING DEPT. |
| **Submitted For:** | Rocio Villarreal |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department **Purchasing only:** Prct. 2 |

## Information

### CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 in the amount of $82,124.00 for the "South Tower Estates Subdivision" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 in connection with Contract No. C08-381-09-16.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-734

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

### BUDGETARY IMPACT:

Available Balance as of 11-7-08 $44,509.84; funding for the difference of $37,614.16 is pending approval of line item transfer AI 12159 CC 11-12-08 consent agenda.

## Attachments

Link: WA#2

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 04:10 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 04:15 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 11/07/2008 04:39 PM | APRV |
| 4 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Rocio Villarreal Started On: 11/07/2008 02:45 PM

Final Approval Date: 11/07/2008

# R. Gutierrez Engineering Corporation

October 6, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 2 -- South Tower Estates Subdivision – Design
Project No. ENG08.024b

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 2 of the 2008 "On-Call" Engineering Services Contract. This work authorization is for professional services associated with the completion of the upgrading of the streets in the South Tower Estates Subdivision. The work consists of providing preliminary engineering and design services. I have enclosed a copy of the estimated cost for the construction of these five streets included in this work authorization.

If this Work Authorization No 2 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

RECEIVED
Yolie Jackson
OCT 17 08
Hidalgo County
PRECINCT #2

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-08-381-09-16
## Work Authorization Form

# Work Authorization No. 2

**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 services for the development of plans, specifications and estimate for the reconstruction and upgrading of existing rural type streets, with open roadside ditches, to streets with curb & gutter and a storm sewer system typical of an urban environment. The work is in the South Tower Estates Subdivision and includes the streets in this subdivision that did not receive funding under the Border Colonia Access Program (BCAP). The streets included in this work authorization are: San Diego Drive, San Bernardino Drive, San Vicente Drive, Santa Barbara Drive and Santa Cruz Drive.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

**PART 3. PAYMENT**

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

**PART 4. FUNDING**
This Work Authorization No. 2 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-734

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 4.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT**
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-08-381-09-16

# Work Authorization No. 2

# ATTACHMENT A
### Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

***General***
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-08-381-09-16
## Work Authorization Form

# Work Authorization No. 2

# ATTACHMENT B
### Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. **PRELIMINARY PHASE** - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. **DESIGN PHASE** – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

## I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule.

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1) Review, verify and gather data necessary to proceed with design of the project.

2) Obtain geotechnical data for pavement designs; determine subsurface conditions.

4) Engineer will utilize Hidalgo County established Standards and only if necessary and authorized by Owner, develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5) Develop alignments; develop typical sections.

6) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7) Verify FEMA FIRM zones and requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

3) Design Centerline. Establish and stake the design centerline.

## II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" white paper.

Recognizing that there may be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer

and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.

3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

# ATTACHMENT "C"

## WORK SCHEDULE

| | 2008 | | | | 2009 | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG |
| | | | | | | | | | | | | |
| South Tower Estates Subdivision | | | | | | | | | | | | |
| Topographic Survey, Agency Coordination & Preliminary Design | | | | | | | | | | | | |
| Detailed Design, Plan Preparation & Construction Bid Documents | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Fee Proposal

| TASK | ESTIMATED CONSTRUCTION COST | PROFESSIONAL SERVICES FEE (10.5%) |
|---|---|---|
| SOUTH TOWER ESTATES SUBDIVISION | | |
| | | |
| South Tower Estates Subdivision Paving & Drainage | $977,672 | $102,656 |
| **TOTAL **** | **$977,672** | **$102,656** |
| | | |
| **Preliminary Phase Services Fee (50% of Total)** | | **$51,328** |
| **Design Phase Services Fee (30% of Total)** | | **$30,797** |
| ***** Total Fee Estimate** | | **$82,124** |

** Total Professional Services Fee Includes Preliminary Design, Design & Construction Services

*** Project includes only Preliminary Design & Design Services

| ENGINEER'S ESTIMATE FOR CONSTRUCTION | | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| PROJECT: | South Tower Estates - REMAINING STREETS | | | |
| PROJECT NUMBER: | Eng08.024b | | | |
| CLIENT: | Hidalgo County Pct 2 | | | |
| GENERAL DESCRIPTION: | Street Reconstruction w/ Curb & Gutter | | | |
| DATE: | 10/6/2008 | | | |
| | | | | |
| SAN DIEGO DRIVE | | | | $ 227,625.60 |
| SAN BERNARDINO DRIVE | | | | $ 248,322.72 |
| SAN VICENTE DRIVE | | | | $ 293,037.36 |
| SANTA BARBARA DRIVE | | | | $ 133,272.00 |
| SANTA CRUZ DRIVE | | | | $ 75,414.12 |
| Roadway Construction Sub-Total | | | | **$ 977,671.80** |
| | | | | |

# ENGINEER'S ESTIMATE FOR CONSTRUCTION

**PROJECT:** South Tower Estates - SAN DIEGO DRIVE
**PROJECT NUMBER:** Eng08.024b
**CLIENT:** Hidalgo County Pct 2
**GENERAL DESCRIPTION:** Street Reconstruction w/ Curb & Gutter
**DATE:** 10/6/2008

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| | | | | | |
| 110 | Excavation | 1,875.00 | CY | $ 7.00 | $ 13,125.00 |
| 132 | Embankment | - | CY | $ 7.00 | $ - |
| 164 | Cell Fiber Seeding (Temp)(Warm) | 1,700.00 | SY | $ 0.80 | $ 1,360.00 |
| 164 | Cell Fiber Seeding (Temp)(Cool) | 1,700.00 | SY | $ 0.80 | $ 1,360.00 |
| 164 | Cell Fiber Seeding (Perm)(Urban)(Clay) | 3,400.00 | SY | $ 0.80 | $ 2,720.00 |
| 166 | Fertilizer (16-8-8) | 0.05 | TON | $ 3,000.00 | $ 150.00 |
| 247 | Flexible Base (6") | 778.00 | CY | $ 20.50 | $ 15,949.00 |
| 262 | Lime Treated Base (6") | 5,300.00 | SY | $ 3.50 | $ 18,550.00 |
| 262 | Lime for Base (Ty A or B) | 30.00 | TON | $ 250.00 | $ 7,500.00 |
| 310 | Prime Coat (MC-30) | 922.00 | GAL | $ 5.00 | $ 4,610.00 |
| 340 | Asph. Conc. Pav. TY"D" | 395.00 | TON | $ 65.00 | $ 25,675.00 |
| 402 | Trench Excavation Protection | 315.00 | LF | $ 5.00 | $ 1,575.00 |
| 464 | RCP (CL III) (18") | 60.00 | LF | $ 38.00 | $ 2,280.00 |
| 464 | RCP (CL III) (24") | 850.00 | LF | $ 46.00 | $ 39,100.00 |
| 465 | Inlet (Ty A) | 4.00 | EA | $ 3,200.00 | $ 12,800.00 |
| 502 | Barricades, Signs & Traffic Handling | 2.00 | MO | $ 1,800.00 | $ 3,600.00 |
| 529 | Concete Valley Gutter | 59.00 | LF | $ 26.00 | $ 1,534.00 |
| 529 | Concete Curb & Gutter (Ty A)(Barrier) | 2,971.00 | LF | $ 12.00 | $ 35,652.00 |
| 530 | Driveways (Ty PRB-1) | - | SY | $ 24.00 | $ - |
| 530 | Driveways (CONCRETE) | - | SY | $ 41.00 | $ - |
| 560 | Mailboxes (Single) | - | EA | $ 200.00 | $ - |
| 644 | Small Rdsd Sgn Assm (Ty A) | 2.00 | EA | $ 450.00 | $ 900.00 |
| 5249 | Temp Sediment Control Fence (Install) | 96.00 | LF | $ 8.00 | $ 768.00 |
| 5249 | Temp Sediment Control Fence (Remove) | 96.0 | LF | $ 5.00 | $ 480.00 |
| | | | | | |
| | 20% CONTINGENCIES | 0.2 | % | $ 189,688.00 | $ 37,937.60 |
| | **Roadway Construction Sub-Total** | | | | **$ 227,625.60** |
| | | | | | |

## ENGINEER'S ESTIMATE FOR CONSTRUCTION

| | |
|---|---|
| **PROJECT:** | **South Tower Estates - SAN BERNARDINO DRIVE** |
| **PROJECT NUMBER:** | **Eng08.024b** |
| **CLIENT:** | **Hidalgo County Pct 2** |
| **GENERAL DESCRIPTION:** | **Street Reconstruction w/ Curb & Gutter** |
| **DATE:** | **10/6/2008** |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| 110 | Excavation | 1,823.00 | CY | $ 7.00 | $ 12,761.00 |
| 132 | Embankment | - | CY | $ 7.00 | $ - |
| 164 | Cell Fiber Seeding (Temp)(Warm) | 1,657.50 | SY | $ 0.80 | $ 1,326.00 |
| 164 | Cell Fiber Seeding (Temp)(Cool) | 1,657.00 | SY | $ 0.80 | $ 1,325.60 |
| 164 | Cell Fiber Seeding (Perm)(Urban)(Clay) | 3,315.00 | SY | $ 0.80 | $ 2,652.00 |
| 166 | Fertilizer (16-8-8) | 0.05 | TON | $ 3,000.00 | $ 150.00 |
| 247 | Flexible Base (6") | 760.00 | CY | $ 20.50 | $ 15,580.00 |
| 262 | Lime Treated Base (6") | 5,140.00 | SY | $ 3.50 | $ 17,990.00 |
| 262 | Lime for Base (Ty A or B) | 26.00 | TON | $ 250.00 | $ 6,500.00 |
| 310 | Prime Coat (MC-30) | 385.00 | GAL | $ 5.00 | $ 1,925.00 |
| 340 | Asph. Conc. Pav. TY"D" | 385.00 | TON | $ 65.00 | $ 25,025.00 |
| 402 | Trench Excavation Protection | 283.00 | LF | $ 5.00 | $ 1,415.00 |
| 464 | RCP (CL III) (18") | 60.00 | LF | $ 38.00 | $ 2,280.00 |
| 464 | RCP (CL III) (24") | 1,180.00 | LF | $ 46.00 | $ 54,280.00 |
| 465 | Inlet (Ty A) | 6.00 | EA | $ 3,200.00 | $ 19,200.00 |
| 502 | Barricades, Signs & Traffic Handling | 2.00 | MO | $ 1,800.00 | $ 3,600.00 |
| 529 | Concete Valley Gutter | 120.00 | LF | $ 26.00 | $ 3,120.00 |
| 529 | Concete Curb & Gutter (Ty A)(Barrier) | 2,960.00 | LF | $ 12.00 | $ 35,520.00 |
| 530 | Driveways (Ty PRB-1) | - | SY | $ 24.00 | $ - |
| 530 | Driveways (CONCRETE) | - | SY | $ 41.00 | $ - |
| 560 | Mailboxes (Single) | - | EA | $ 200.00 | $ - |
| 644 | Small Rdsd Sgn Assm (Ty A) | 3.00 | EA | $ 450.00 | $ 1,350.00 |
| 5249 | Temp Sediment Control Fence (Install) | 72.00 | LF | $ 8.00 | $ 576.00 |
| 5249 | Temp Sediment Control Fence (Remove) | 72.0 | LF | $ 5.00 | $ 360.00 |
| | | | | | |
| | **20%-CONTINGENCIES** | 0.2 | % | $ 206,935.60 | $ 41,387.12 |
| | **Roadway Construction Sub-Total** | | | | **$ 248,322.72** |

## ENGINEER'S ESTIMATE FOR CONSTRUCTION

| | |
|---|---|
| **PROJECT:** | **South Tower Estates - SAN VICENTE DRIVE** |
| **PROJECT NUMBER:** | **Eng08.024b** |
| **CLIENT:** | **Hidalgo County Pct 2** |
| **GENERAL DESCRIPTION:** | **Street Reconstruction w/ Curb & Gutter** |
| **DATE:** | **10/6/2008** |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| 110 | Excavation | 2,150.00 | CY | $ 7.00 | $ 15,050.00 |
| 132 | Embankment | - | CY | $ 7.00 | $ - |
| 164 | Cell Fiber Seeding (Temp)(Warm) | 1,954.00 | SY | $ 0.80 | $ 1,563.20 |
| 164 | Cell Fiber Seeding (Temp)(Cool) | 1,954.00 | SY | $ 0.80 | $ 1,563.20 |
| 164 | Cell Fiber Seeding (Perm)(Urban)(Clay) | 3,908.00 | SY | $ 0.80 | $ 3,126.40 |
| 166 | Fertilizer (16-8-8) | 0.05 | TON | $ 3,000.00 | $ 150.00 |
| 247 | Flexible Base (6") | 895.00 | CY | $ 20.50 | $ 18,347.50 |
| 262 | Lime Treated Base (6") | 6,055.00 | SY | $ 3.50 | $ 21,192.50 |
| 262 | Lime for Base (Ty A or B) | 32.00 | TON | $ 250.00 | $ 8,000.00 |
| 310 | Prime Coat (MC-30) | 1,056.00 | GAL | $ 5.00 | $ 5,280.00 |
| 340 | Asph. Conc. Pav. TY"D" | 452.00 | TON | $ 65.00 | $ 29,380.00 |
| 402 | Trench Excavation Protection | 861.00 | LF | $ 5.00 | $ 4,305.00 |
| 464 | RCP (CL III) (18") | 90.00 | LF | $ 38.00 | $ 3,420.00 |
| 464 | RCP (CL III) (24") | 1,420.00 | LF | $ 46.00 | $ 65,320.00 |
| 465 | Inlet (Ty A) | 6.00 | EA | $ 3,200.00 | $ 19,200.00 |
| 502 | Barricades, Signs & Traffic Handling | 2.00 | MO | $ 1,800.00 | $ 3,600.00 |
| 529 | Concete Valley Gutter | - | LF | $ 26.00 | $ - |
| 529 | Concete Curb & Gutter (Ty A)(Barrier) | 3,494.00 | LF | $ 12.00 | $ 41,928.00 |
| 530 | Driveways (Ty PRB-1) | - | SY | $ 24.00 | $ - |
| 530 | Driveways (CONCRETE) | - | SY | $ 41.00 | $ - |
| 560 | Mailboxes (Single) | - | EA | $ 200.00 | $ - |
| 644 | Small Rdsd Sgn Assm (Ty A) | 2.00 | EA | $ 450.00 | $ 900.00 |
| 5249 | Temp Sediment Control Fence (Install) | 144.00 | LF | $ 8.00 | $ 1,152.00 |
| 5249 | Temp Sediment Control Fence (Remove) | 144.0 | LF | $ 5.00 | $ 720.00 |
| | | | | | |
| | **20% CONTINGENCIES** | 0.2 | % | $ 244,197.80 | $ 48,839.56 |
| | **Roadway Construction Sub-Total** | | | | **$ 293,037.36** |
| | | | | | |

# ENGINEER'S ESTIMATE FOR CONSTRUCTION

**PROJECT:** South Tower Estates - SANTA BARBARA DRIVE
**PROJECT NUMBER:** Eng08.024b
**CLIENT:** Hidalgo County Pct 2
**GENERAL DESCRIPTION:** Street Reconstruction w/ Curb & Gutter
**DATE:** 10/6/2008

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| 110 | Excavation | 1,529.00 | CY | $ 7.00 | $ 10,703.00 |
| 132 | Embankment | - | CY | $ 7.00 | $ - |
| 164 | Cell Fiber Seeding (Temp)(Warm) | 1,390.00 | SY | $ 0.80 | $ 1,112.00 |
| 164 | Cell Fiber Seeding (Temp)(Cool) | 1,390.00 | SY | $ 0.80 | $ 1,112.00 |
| 164 | Cell Fiber Seeding (Perm)(Urban)(Clay) | 2,780.00 | SY | $ 0.80 | $ 2,224.00 |
| 166 | Fertilizer (16-8-8) | 0.05 | TON | $ 3,000.00 | $ 150.00 |
| 247 | Flexible Base (6") | 668.00 | CY | $ 20.50 | $ 13,694.00 |
| 262 | Lime Treated Base (6") | 4,518.00 | SY | $ 3.50 | $ 15,813.00 |
| 262 | Lime for Base (Ty A or B) | 25.00 | TON | $ 250.00 | $ 6,250.00 |
| 310 | Prime Coat (MC-30) | 788.00 | GAL | $ 5.00 | $ 3,940.00 |
| 340 | Asph. Conc. Pav. TY"D" | 338.00 | TON | $ 65.00 | $ 21,970.00 |
| 402 | Trench Excavation Protection | - | LF | $ 5.00 | $ - |
| 464 | RCP (CL III) (18") | - | LF | $ 38.00 | $ - |
| 464 | RCP (CL III) (24") | - | LF | $ 46.00 | $ - |
| 465 | Inlet (Ty A) | - | EA | $ 3,200.00 | $ - |
| 502 | Barricades, Signs & Traffic Handling | 2.00 | MO | $ 1,800.00 | $ 3,600.00 |
| 529 | Concete Valley Gutter | - | LF | $ 26.00 | $ - |
| 529 | Concete Curb & Gutter (Ty A)(Barrier) | 2,406.00 | LF | $ 12.00 | $ 28,872.00 |
| 530 | Driveways (Ty PRB-1) | - | SY | $ 24.00 | $ - |
| 530 | Driveways (CONCRETE) | - | SY | $ 41.00 | $ - |
| 560 | Mailboxes (Single) | - | EA | $ 200.00 | $ - |
| 644 | Small Rdsd Sgn Assm (Ty A) | 2.00 | EA | $ 450.00 | $ 900.00 |
| 5249 | Temp Sediment Control Fence (Install) | - | LF | $ 8.00 | $ - |
| 5249 | Temp Sediment Control Fence (Remove) | 144.0 | LF | $ 5.00 | $ 720.00 |
| | | | | | |
| | **20% CONTINGENCIES** | 0.2 | % | $ 111,060.00 | $ 22,212.00 |
| | **Roadway Construction Sub-Total** | | | | **$ 133,272.00** |

## ENGINEER'S ESTIMATE FOR CONSTRUCTION

| | |
|---|---|
| **PROJECT:** | **South Tower Estates - SANTA CRUZ DRIVE** |
| **PROJECT NUMBER:** | **Eng08.024b** |
| **CLIENT:** | **Hidalgo County Pct 2** |
| **GENERAL DESCRIPTION:** | **Street Reconstruction w/ Curb & Gutter** |
| **DATE:** | **10/6/2008** |

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| 110 | Excavation | 900.00 | CY | $ 7.00 | $ 6,300.00 |
| 132 | Embankment | - | CY | $ 7.00 | $ - |
| 164 | Cell Fiber Seeding (Temp)(Warm) | 818.00 | SY | $ 0.80 | $ 654.40 |
| 164 | Cell Fiber Seeding (Temp)(Cool) | 818.00 | SY | $ 0.80 | $ 654.40 |
| 164 | Cell Fiber Seeding (Perm)(Urban)(Clay) | 1,636.00 | SY | $ 0.80 | $ 1,308.80 |
| 166 | Fertilizer (16-8-8) | 0.05 | TON | $ 3,000.00 | $ 150.00 |
| 247 | Flexible Base (6") | 358.00 | CY | $ 20.50 | $ 7,339.00 |
| 262 | Lime Treated Base (6") | 2,415.00 | SY | $ 3.50 | $ 8,452.50 |
| 262 | Lime for Base (Ty A or B) | 14.00 | TON | $ 250.00 | $ 3,500.00 |
| 310 | Prime Coat (MC-30) | 420.00 | GAL | $ 5.00 | $ 2,100.00 |
| 340 | Asph. Conc. Pav. TY"D" | 182.00 | TON | $ 65.00 | $ 11,830.00 |
| 402 | Trench Excavation Protection | - | LF | $ 5.00 | $ - |
| 464 | RCP (CL III) (18") | - | LF | $ 38.00 | $ - |
| 464 | RCP (CL III) (24") | - | LF | $ 46.00 | $ - |
| 465 | Inlet (Ty A) | - | EA | $ 3,200.00 | $ - |
| 502 | Barricades, Signs & Traffic Handling | 2.00 | MO | $ 1,800.00 | $ 3,600.00 |
| 529 | Concete Valley Gutter | - | LF | $ 26.00 | $ - |
| 529 | Concete Curb & Gutter (Ty A)(Barrier) | 1,338.00 | LF | $ 12.00 | $ 16,056.00 |
| 530 | Driveways (Ty PRB-1) | - | SY | $ 24.00 | $ - |
| 530 | Driveways (CONCRETE) | - | SY | $ 41.00 | $ - |
| 560 | Mailboxes (Single) | - | EA | $ 200.00 | $ - |
| 644 | Small Rdsd Sgn Assm (Ty A) | 2.00 | EA | $ 450.00 | $ 900.00 |
| 5249 | Temp Sediment Control Fence (Install) | - | LF | $ 8.00 | $ - |
| 5249 | Temp Sediment Control Fence (Remove) | - | LF | $ 5.00 | $ - |
| | | | | | |
| | **20% CONTINGENCIES** | 0.2 | % | $ 62,845.10 | $ 12,569.02 |
| | **Roadway Construction Sub-Total** | | | | **$ 75,414.12** |

**AI-12181** **19.D.1.**

# Prct 3 Construction and Site improvements of Meeting Hall/ Pavilion -Approval of Plans and specifications.2008-406

## CC REGULAR

**Date:** 11/12/2008
**Submitted By:** Moises Salazar, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 3

## Information

### CAPTION

Requesting approval of plans and specifications developed and drafted by project architect Alcocer Garcia Associates Design Consulting for Hidalgo County Precinct No. 3- "Construction and Site improvements of Meeting Hall/Pavilion" (RFB No. 2008-406-12-17-MSS)

### BACKGROUND

Project advertisement was authorized by Commissioner's Court on October 14, 2008 (AI 11659).

Proposed advertisment dates are as follow:

1st Ad: November 15, 2008
2nd Ad: November 22, 2008

Bid Openings:

December 17, 2008 (as recommended by Architect)

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1302-431-00-123-068-0-720
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 11/07/08 $622,553.50

## Attachments

Link: 2008-406- Plans and Specs

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 08:57 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 09:24 AM | APRV |
| 3 | Erika Reyna | Erika Reyna | 11/07/2008 10:23 AM | APRV |

| | | | | |
|---|---|---|---|---|
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:24 AM | APRV |

Form Started By: Moises Salazar

Started On: 11/06/2008 02:13 PM

Final Approval Date: 11/07/2008

PROJECT MANUAL

BID/PROJECT NO. 2008-406-12-17-MSS

Construction of

# Meeting Hall/ Pavilion

HIDALGO COUNTY PRECINCT NO. 3

NOVEMBER, 2008

Architect:
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING
McAllen, Texas

Mechanical /Electrical Engineer:
UNITECH ENGINEERING, INC.
McAllen, Texas

Structural Engineer:
HINOJOSA ENGINEERING, INC.
Mission, Texas

**SET NO. ____**

Project : Meeting Hall / Pavilion  Bid/Project No.: 2008-406-12-17-MSS
Precinct 3
Hidalgo County, Texas

SPECIFICATIONS

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| Non-Collusion Affidavit | 1 |
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cont

Specifications
Meeting Hall / Pavilion
Precinct 3
Hidalgo County, Texas


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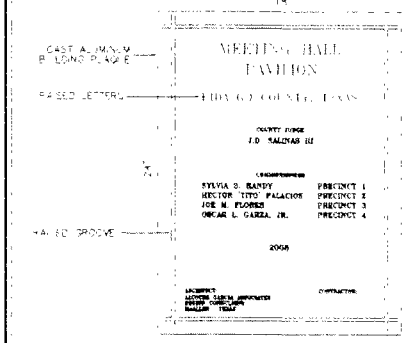
# MEETING HALL / PAVILION

## HIDALGO COUNTY PRECINCT 3

## HIDALGO COUNTY, TEXAS




**BUILDING PLAQUE**

NTS

THE COUNTY OF HIDALGO TEXAS

### DRAWINGS INDEX


AC ..... ARCHITECTURAL COVER PAGE
AS1 ..... SITE PLAN & DETAILS
A1 ..... FLOOR PLAN, SCHEDULES & DETAILS
A2 ..... EXTERIOR ELEVATIONS
A2.1 ..... INTERIOR ELEVATIONS
A3 ..... INTERIOR ELEVATIONS & SECTIONS
A4 ..... DETAILS
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A6 ..... EXTERIOR ELEVATIONS
A7 ..... BUILDING SECTIONS
A8 ..... WALL SECTIONS
A9 ..... WALL SECTIONS, WOOD TRUSS FRAMING PLAN & DETAILS
A9.1 ..... PANEL LOCATION PLAN & ELEVATIONS

S1 ..... GENERAL NOTES
S2 ..... NOTES & DETAILS
S3 ..... DETAILS
S4 ..... FOUNDATION PLAN
S5 ..... FRAMING PLAN
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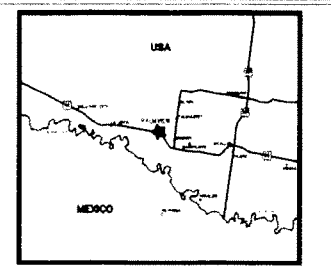
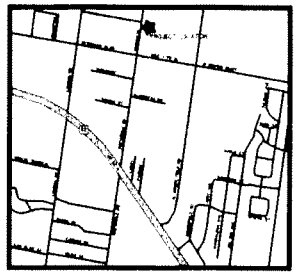
E4 ..... ELECTRICAL LEGEND & LIGHTING SCHEDULE
E5 ..... ELECTRICAL PANELS
E6 ..... ELECTRICAL DETAILS
E7 ..... ELECTRICAL SCHEMATIC DIAGRAM
P1 ..... FLOOR PLAN PLUMBING - SEWER & VENT
P2 ..... FLOOR PLAN PLUMBING - DOMESTIC WATER
P3 ..... PLUMBING RISER
P4 ..... PLUMBING SCHEDULES & LEGEND
P5 ..... PLUMBING DETAILS


**AREA MAP**



**LOCATION MAP**

MECHANICAL / ELECTRICAL / PLUMBING ENGINEER:
Unitech Engineering

STRUCTURAL ENGINEER:
Hinojosa Engineering, Inc.

ARCHITECT
Alcocer Garcia Associates Design Consulting

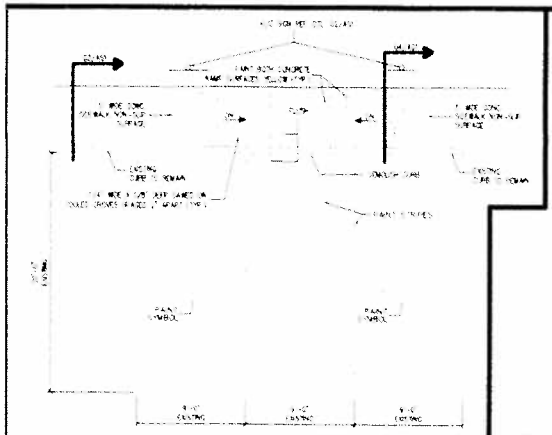
AGADC

MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

1-6-08 FOR OWNER APPROVAL
CY-27 Silvia

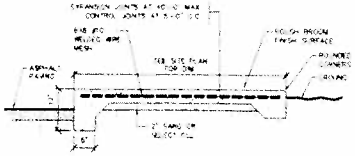
SET #

PROJECT
DATE 12.05
DRAWN BY JC
CHECKED BY GG
FILE NAME PCT 3 PAVILION
SHEET
AC

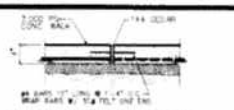


RAMP PLAN 01

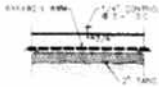
HANDICAP PARKING SIGN 02



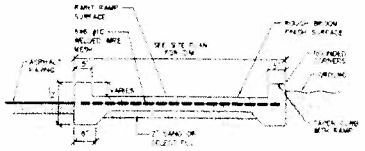
SIDEWALK DETAIL 03



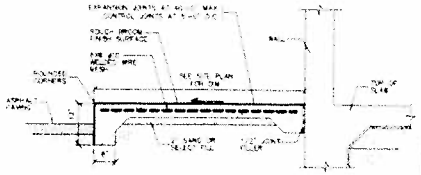
EXPANSION JOINT



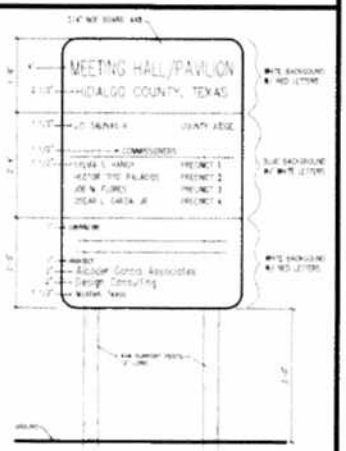
CONTROL JOINT



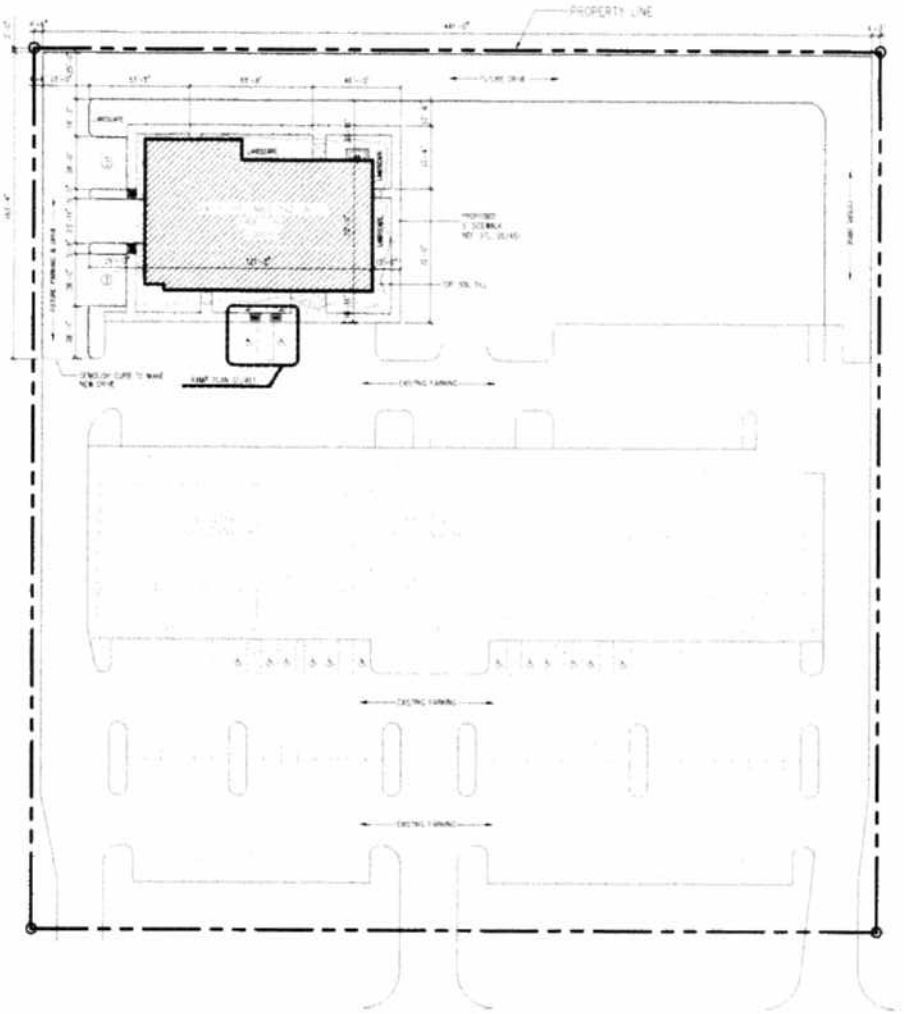
SIDEWALK DETAIL 04



SIDEWALK DETAIL 05




PROJECT SIGN

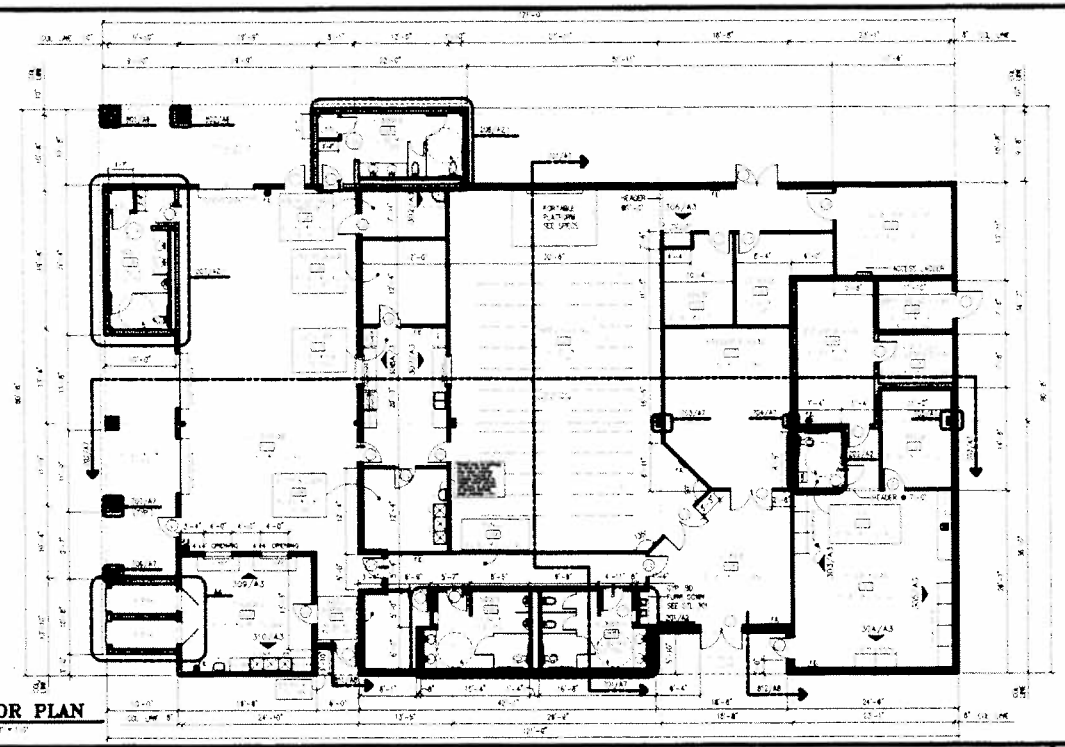



SITE PLAN

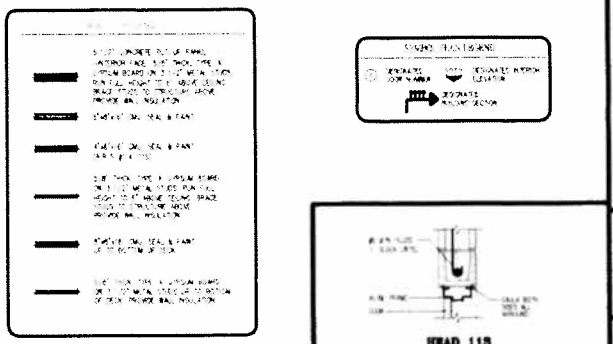
AGADC

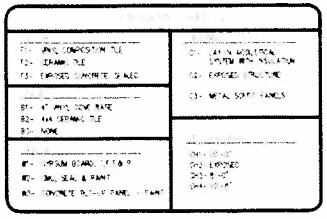
MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

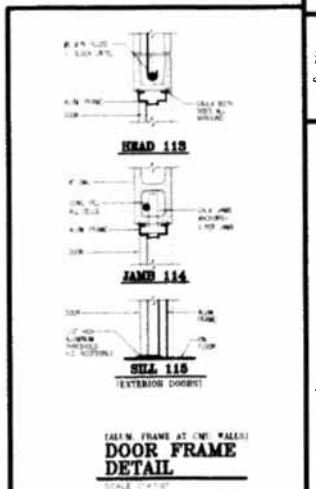
AS1

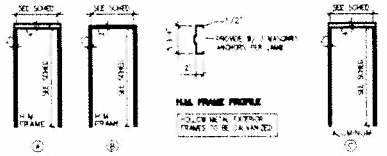


FLOOR PLAN

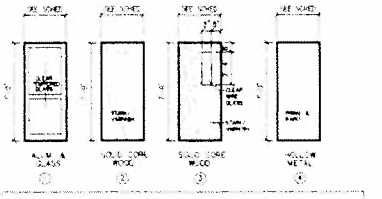






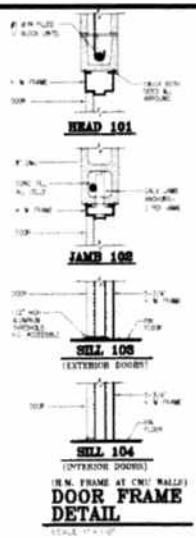



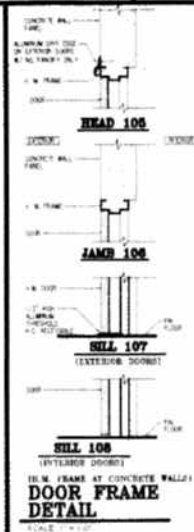

FRAME TYPES (H.M)

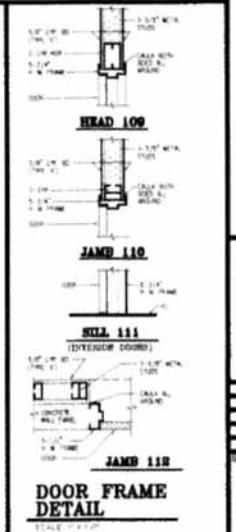


DOOR TYPES

DOOR SCHEDULE




AGADC

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

A1

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

A2



ENLARGED R.R. 202



ENLARGED R.R.'S 201



ELEVATION 206



ELEVATION 205

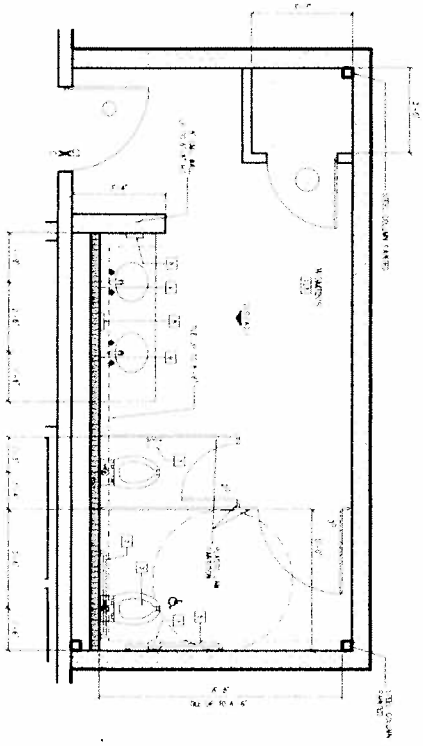


ELEVATION 204

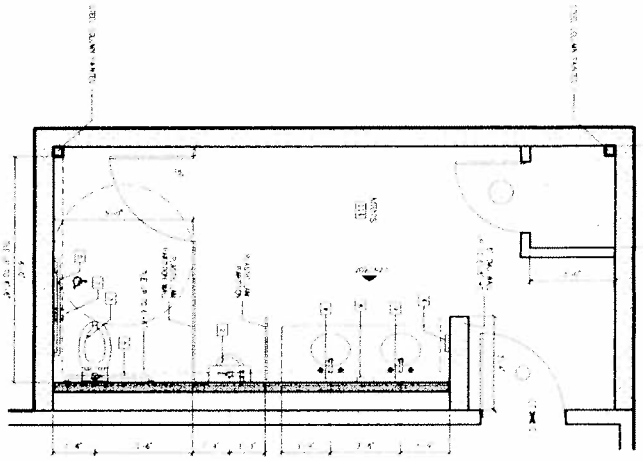


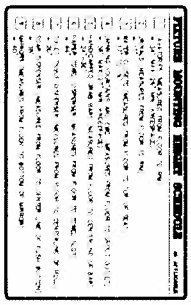
ELEVATION 203

ENLARGED R.R. PLAN 208

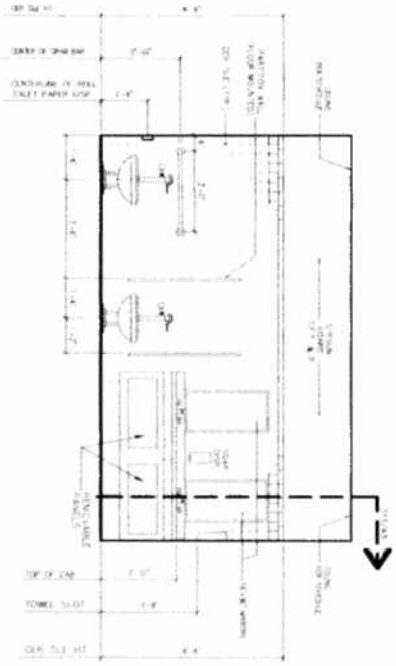


ENLARGED R.R. PLAN 207

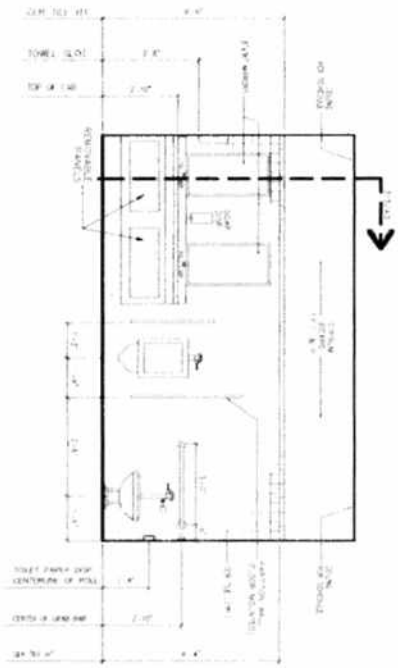




ELEVATION 210



ELEVATION 209



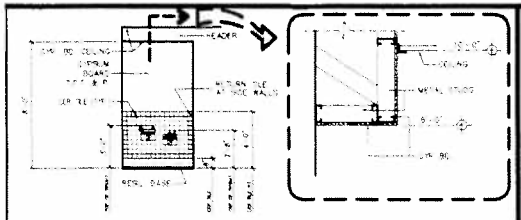
A2.1

# MEETING HALL / PAVILION

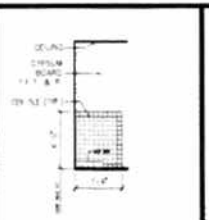
HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

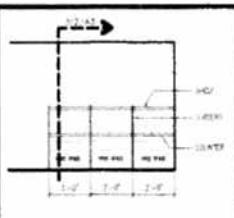
AGADC



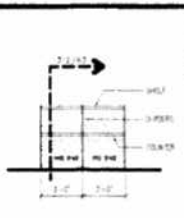
ELEVATION 301



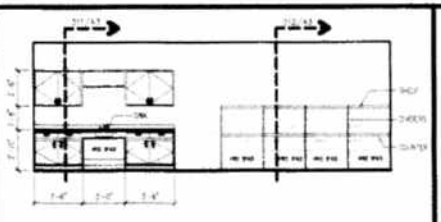
ELEVATION 302



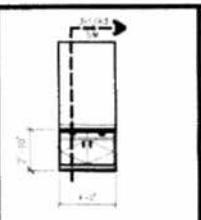
ELEVATION 303



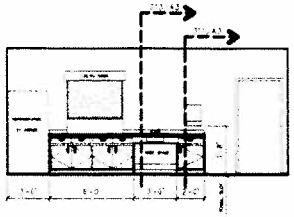
ELEVATION 304



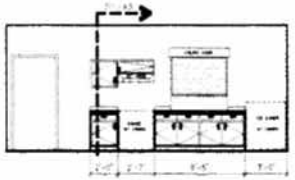
ELEVATION 305



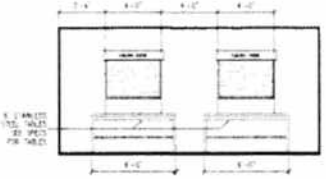
ELEVATION 306



ELEVATION 307

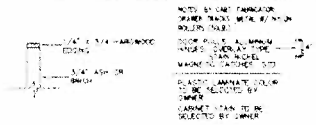


ELEVATION 308

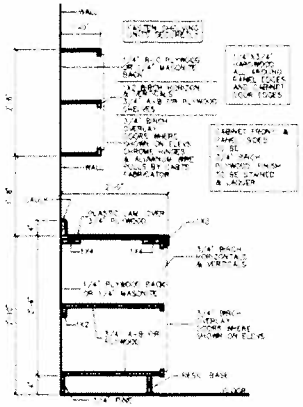


ELEVATION 309

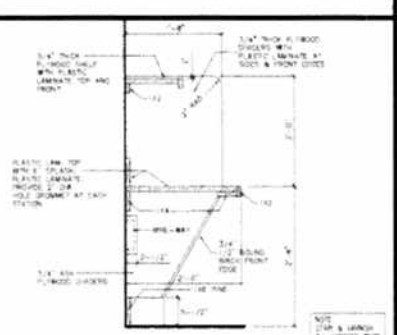
ELEVATION 310



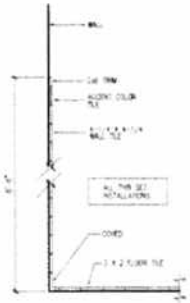
FRONT PANEL & DOOR EDGING



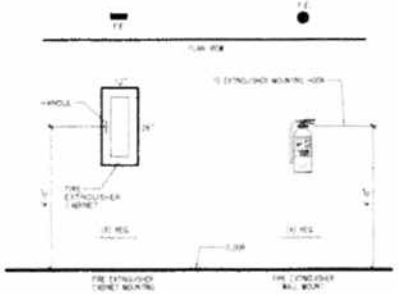
CABINET SECTION 311



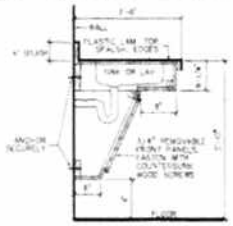
SECTION 312



CERAMIC TILE DETAIL 314

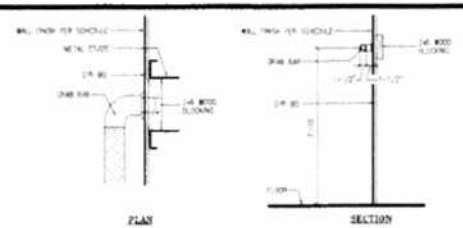


FIRE EXTINGUISHERS 316



CABINET SECTION 313

TRANSITION STRIP 315



GRAB BAR DETAIL

AGADC

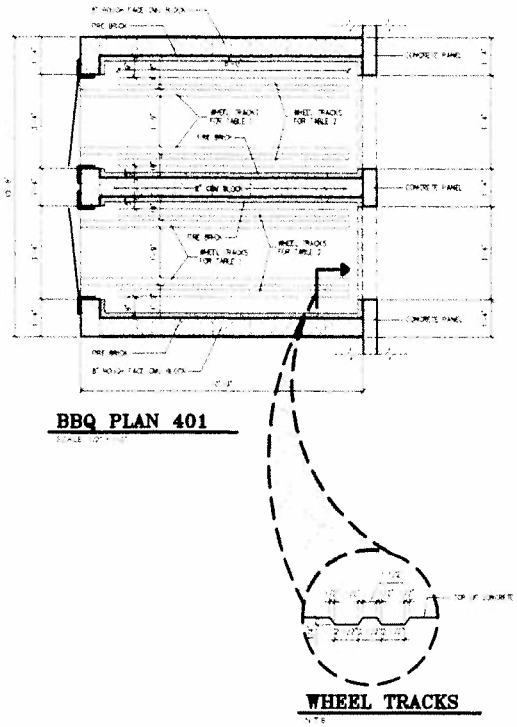
MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

SHEET

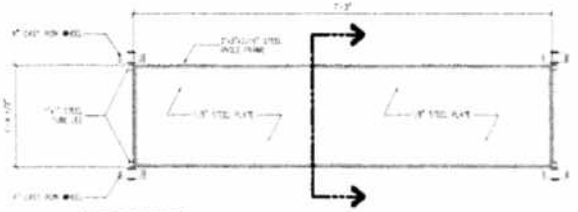
A3



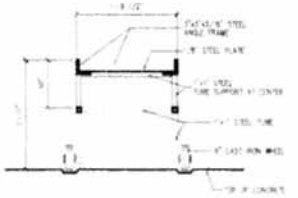
BBQ PLAN 401

WHEEL TRACKS

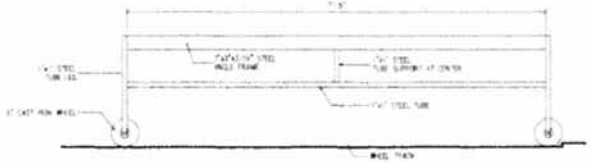
# TABLE 1



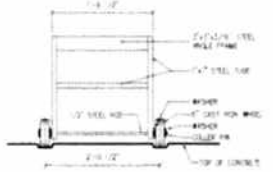
TOP VIEW



SECTION

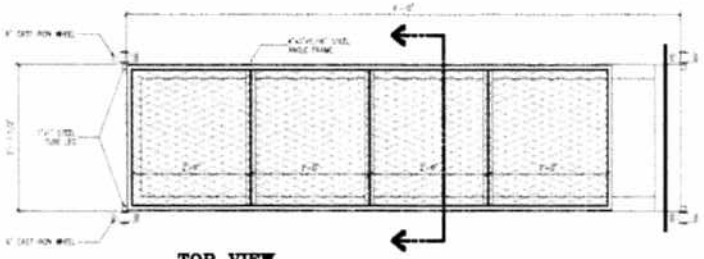


SIDE VIEW

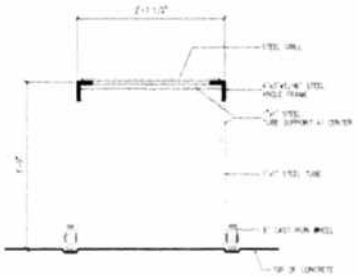


FRONT VIEW

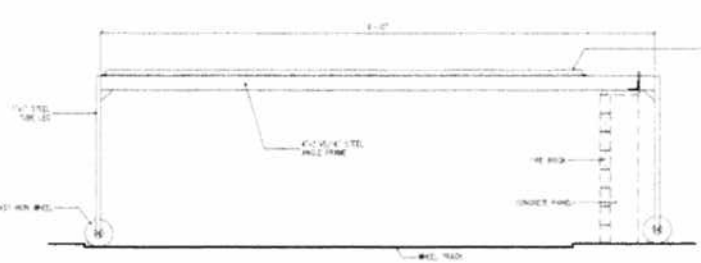
# TABLE 2



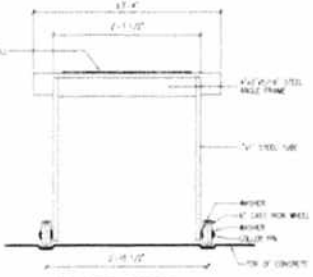
TOP VIEW



SECTION



SIDE VIEW



FRONT VIEW

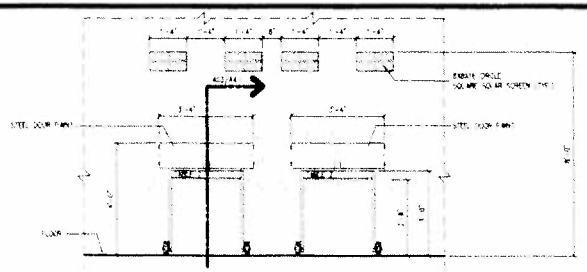
AGADC

**MEETING HALL / PAVILION**

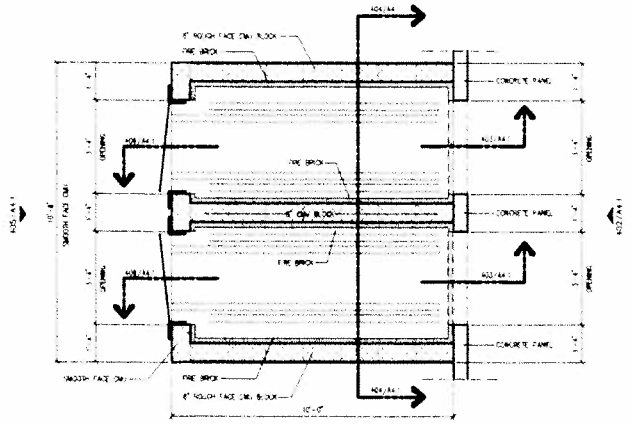
HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

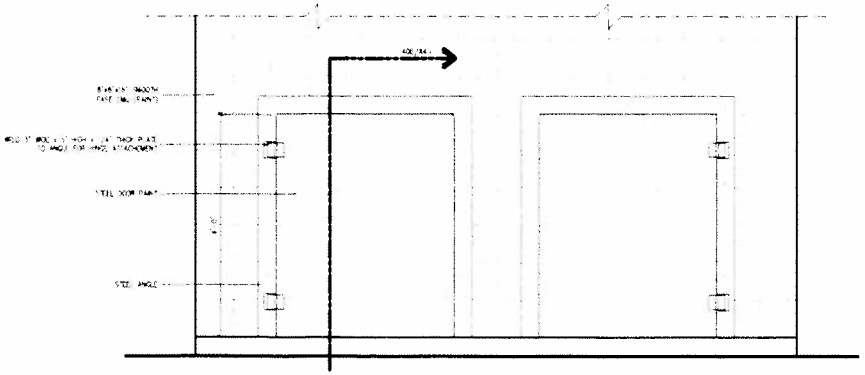
A4



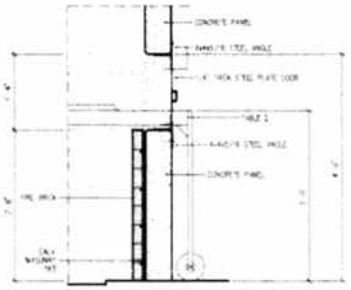
ELEVATION 402



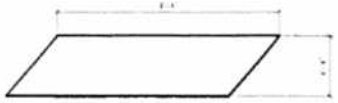
BBQ PLAN



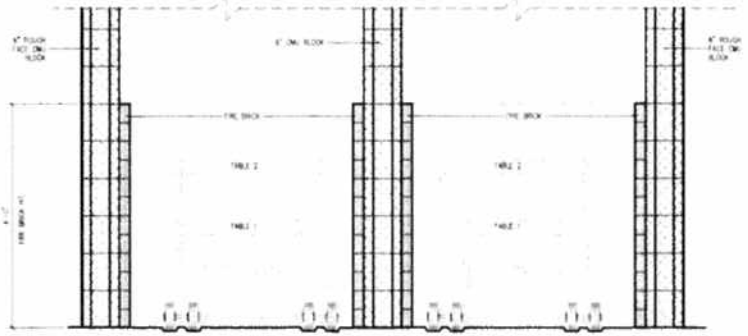
ELEVATION 405



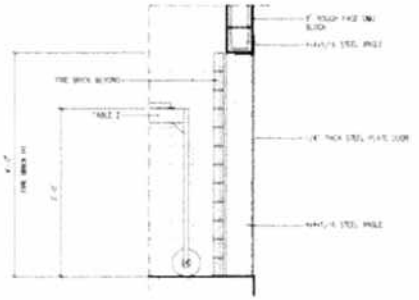
SECTION 403



24 GA. METAL COVER - (2) REQUIRED
403A



SECTION 404



SECTION 406

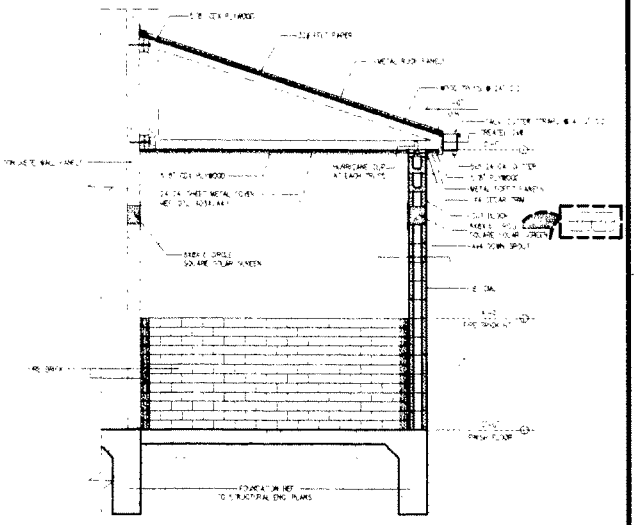
AGADC

# MEETING HALL / PAVILION

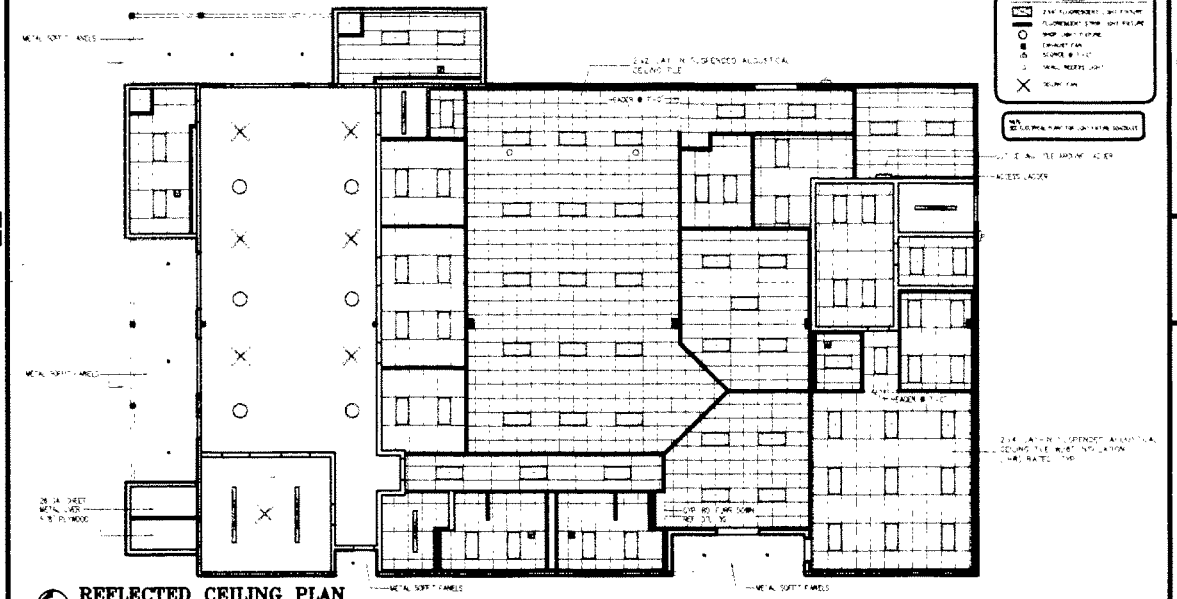
HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

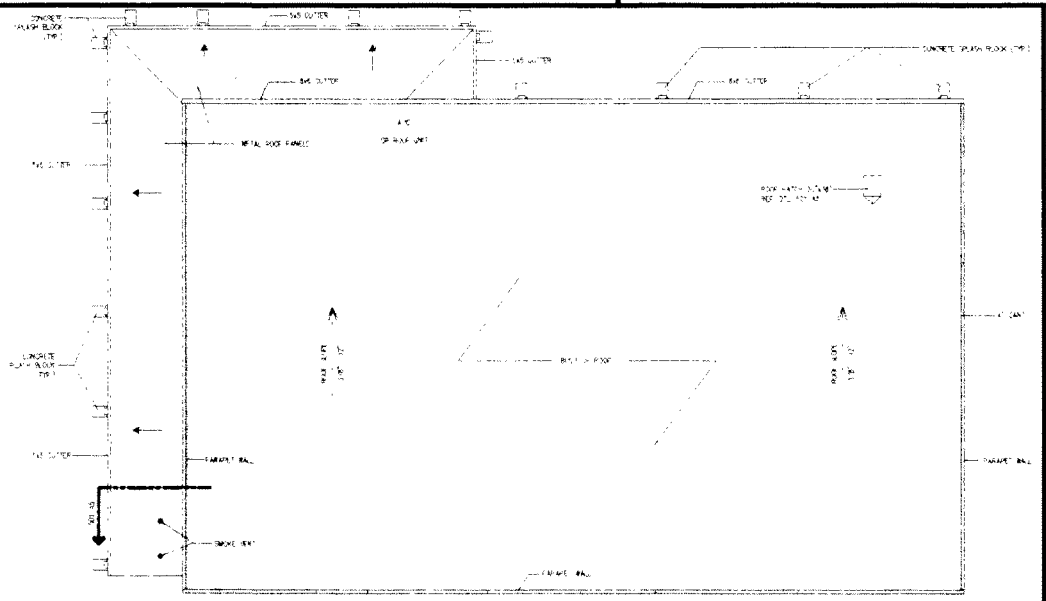
A4.1



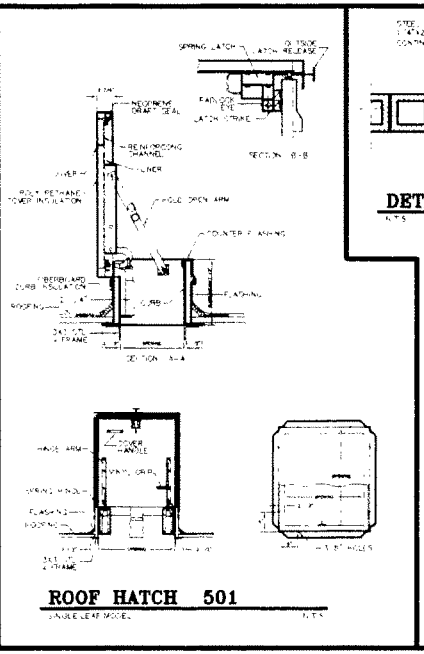
WALL SECTION 501



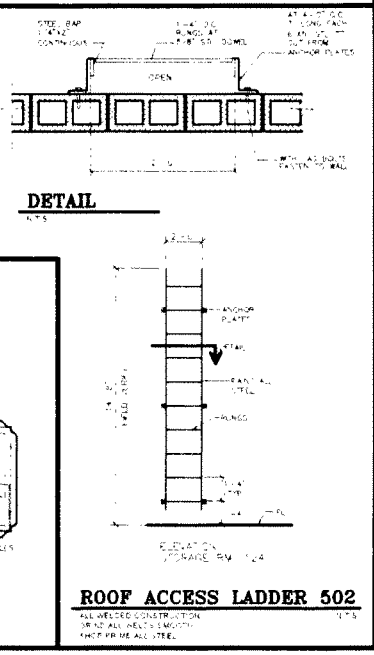
REFLECTED CEILING PLAN



ROOF PLAN



ROOF HATCH 501



DETAIL

ROOF ACCESS LADDER 502

ALL WELDED CONSTRUCTION

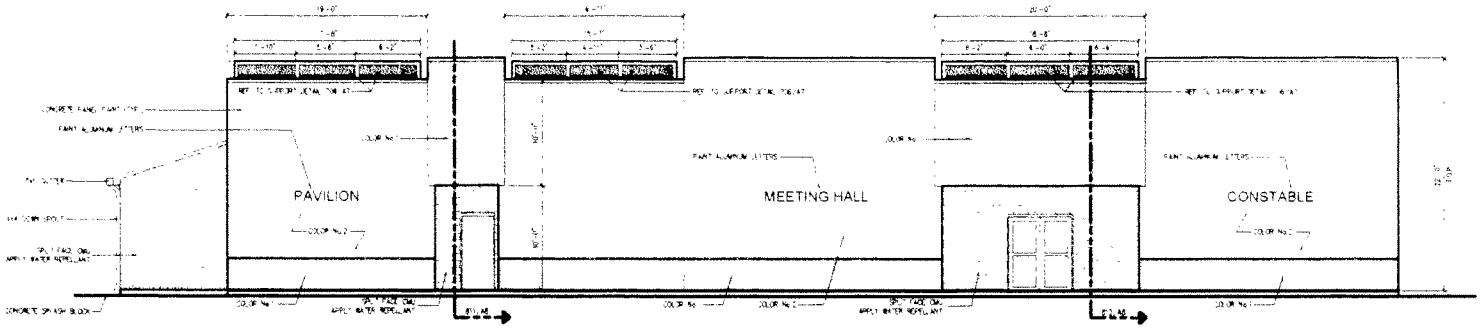
GRIND ALL WELDS SMOOTH

MEETING HALL / PAVILION

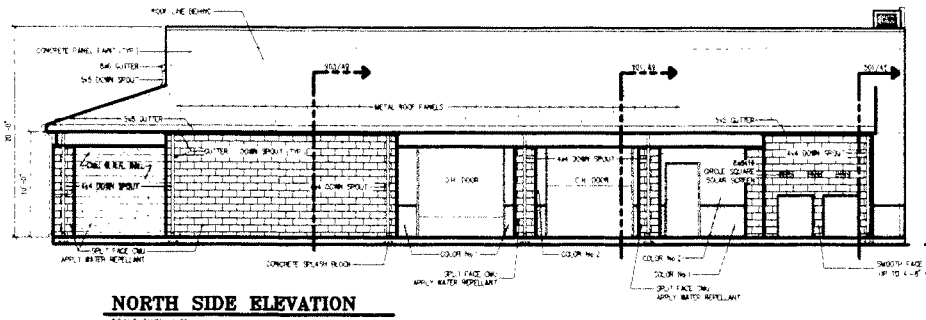
HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

A5




**WEST SIDE ELEVATION**



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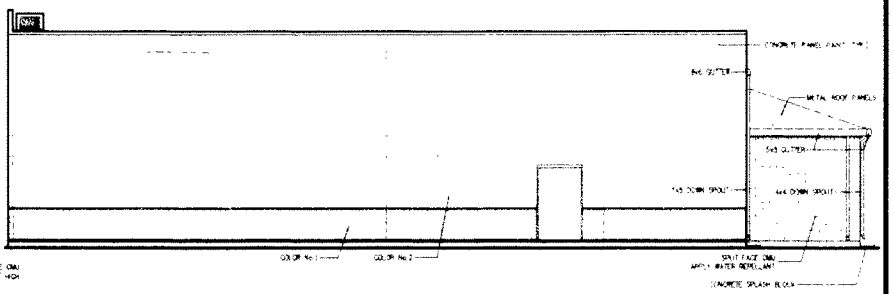

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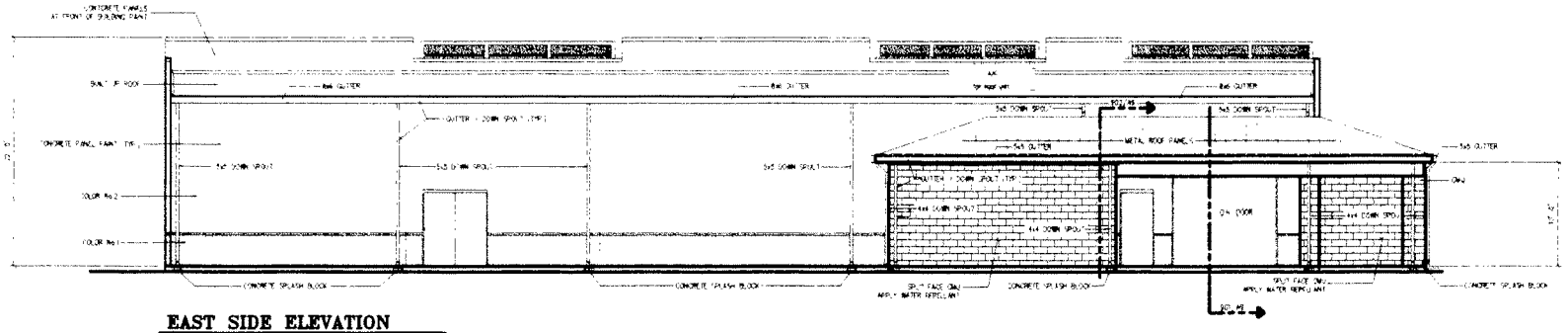


**EAST SIDE ELEVATION**

AGADC

THE SET OF THE DRAWINGS IS DESIGNED BY THE ARCHITECT FOR THE SPECIFIC PURPOSE FOR WHICH THEY WERE PREPARED. REPRODUCTION WITHOUT WRITTEN PERMISSION OF THE OWNER OR ARCHITECT IS PROHIBITED.

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

PROJECT

DATE

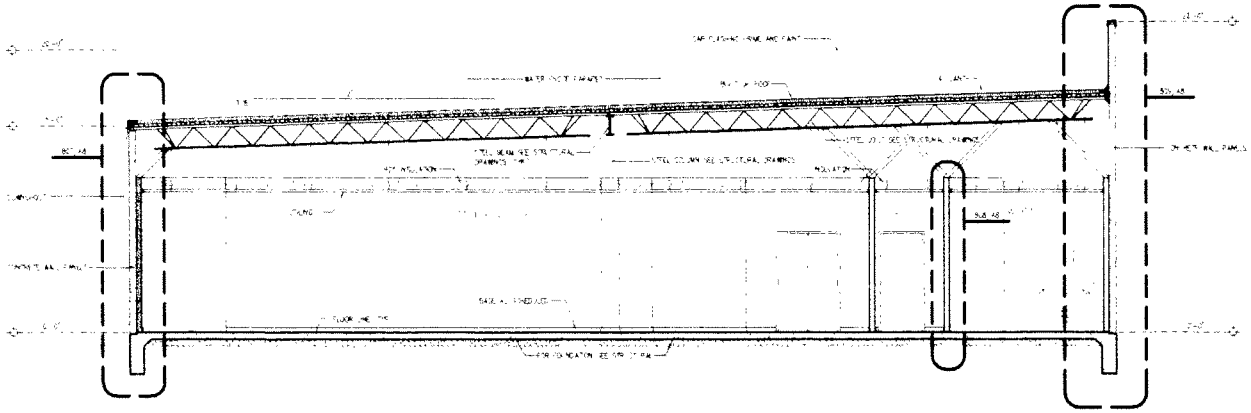
DRAWN BY

CHECKED BY

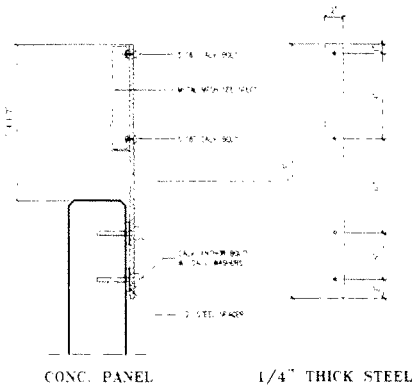
FILE NAME: PCT 3 PAVILION

SHEET

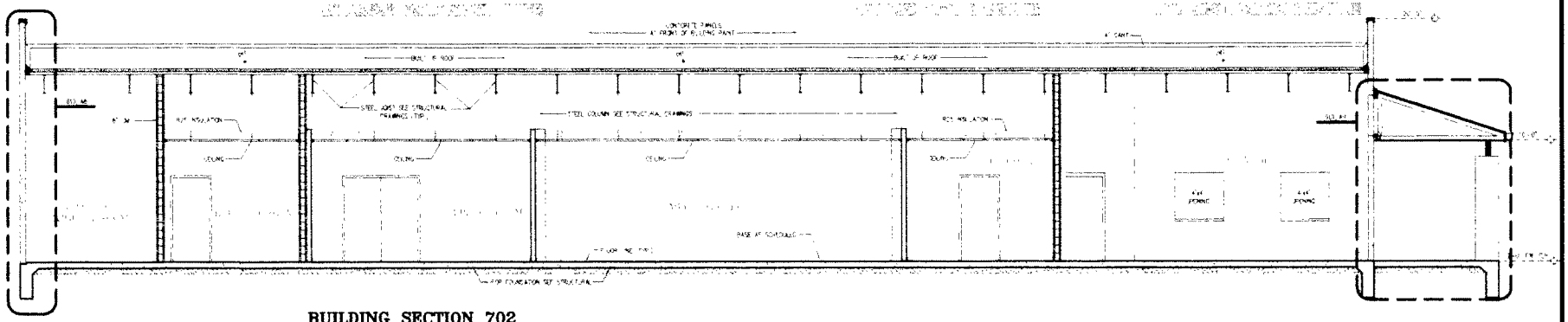
A6



BUILDING SECTION 701




SUPPORT DETAIL 706



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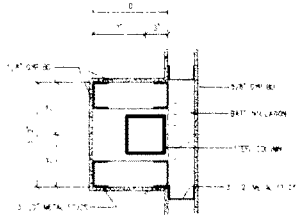
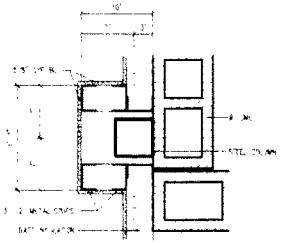


SECTIONS 703



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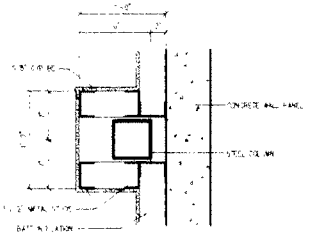

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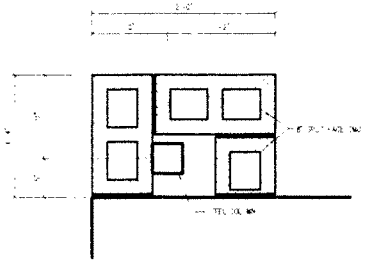

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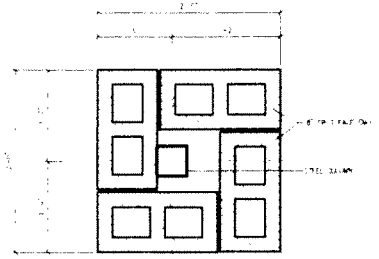


SECTIONS 707

AGADC

MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

PROJECT

DATE

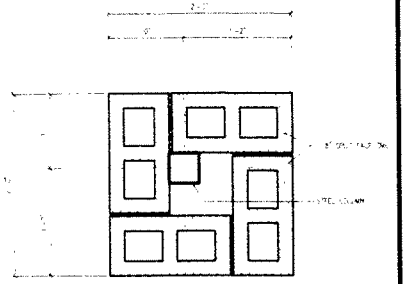
DRAWN BY

CHECKED BY

FILE NAME

SHEET

A7



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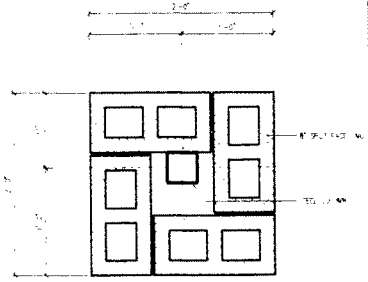

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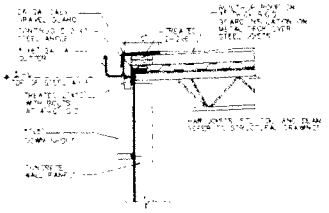

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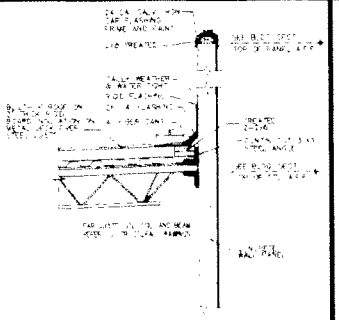

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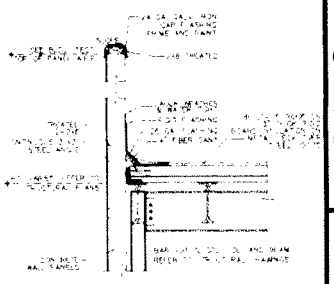

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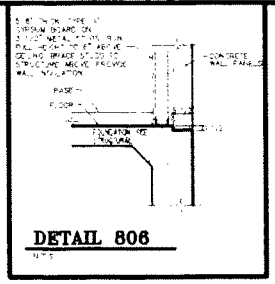

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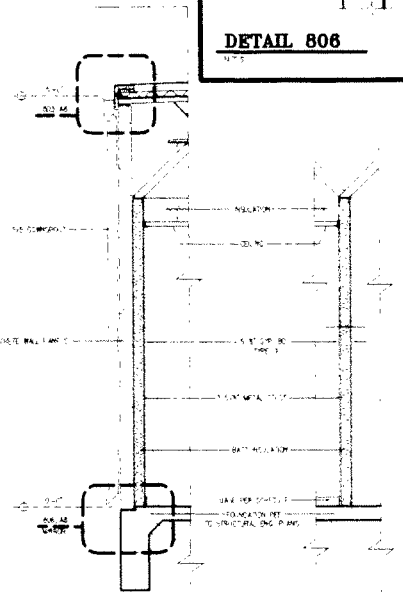
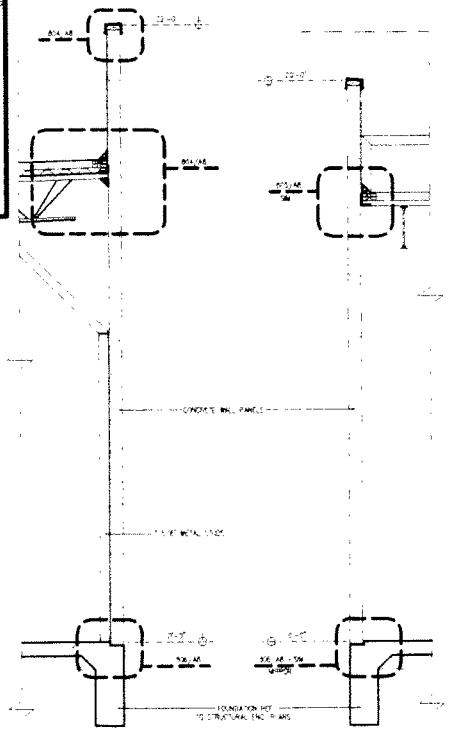
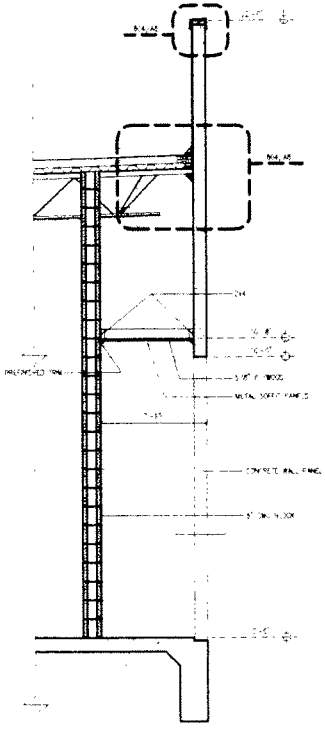


WALL SECTION 807



WALL SECTION 808 WALL SECTION 809 WALL SECTION 810



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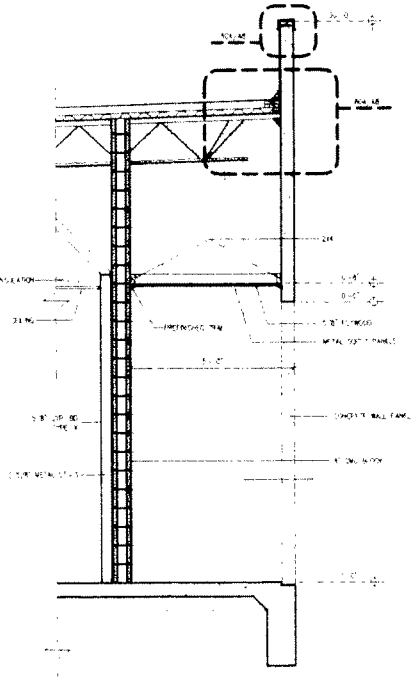

WALL SECTION 812

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**MEETING HALL / PAVILION**

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

PROJECT

DATE

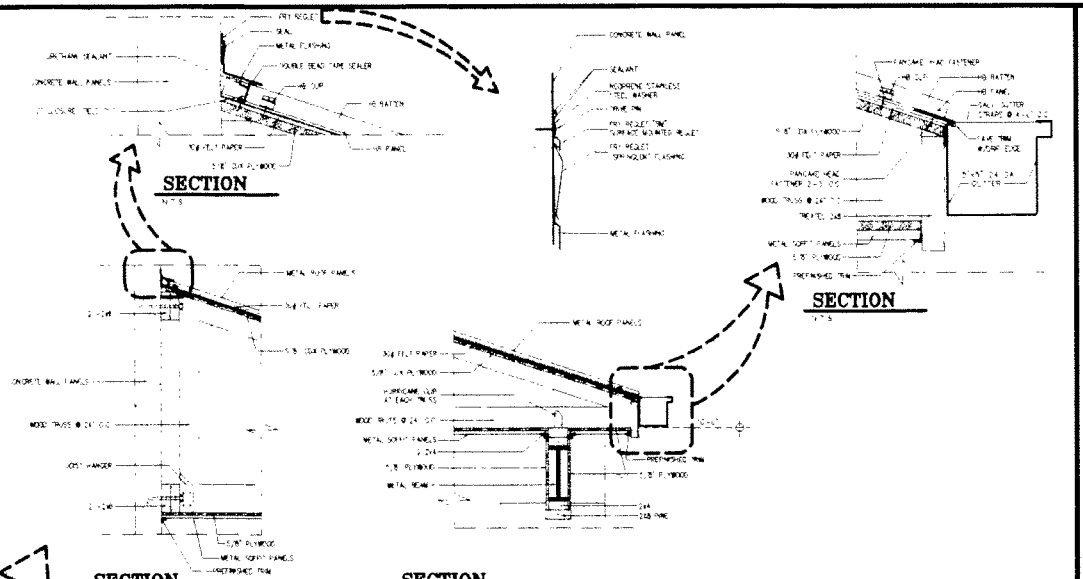
DRAWN BY

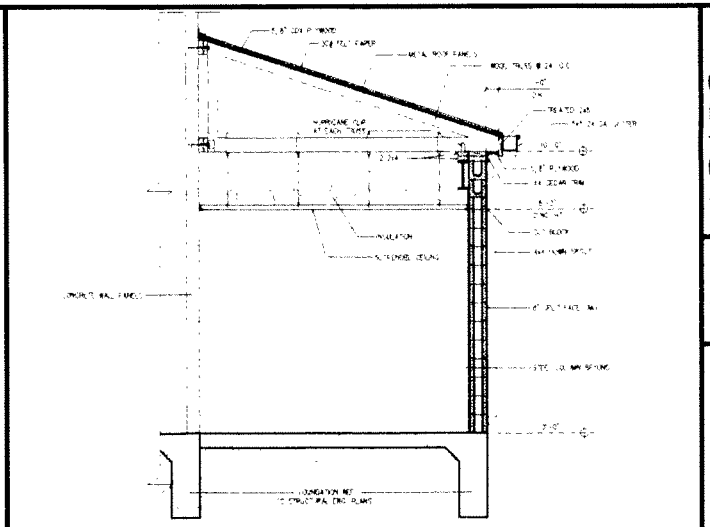
CHECKED BY

FOR MEETING HALL / PAVILION

SHEET

A8



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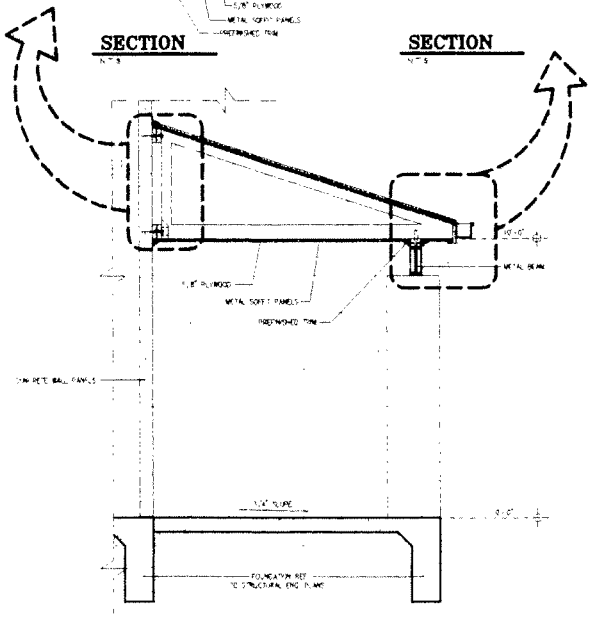
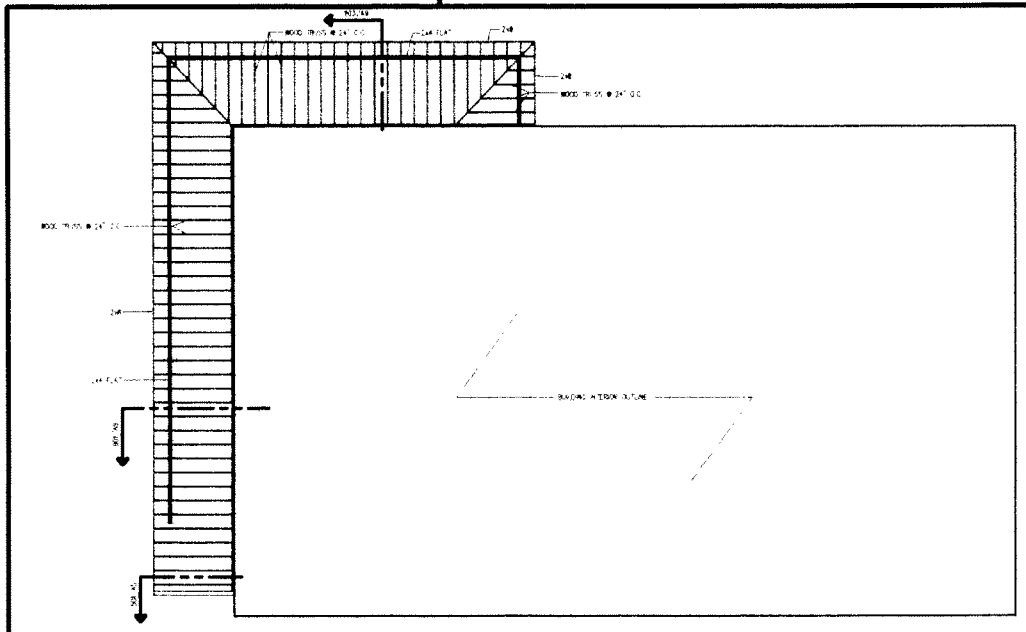


WALL SECTION 901



WOOD TRUSS FRAMING PLAN 902

AGADC

THE USE OF THE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR THE WHICH THEY WERE INTENDED. REPRODUCTION, REUSE, OR TRANSFER IN ANY FORM FROM THE OWNER IS PROHIBITED.

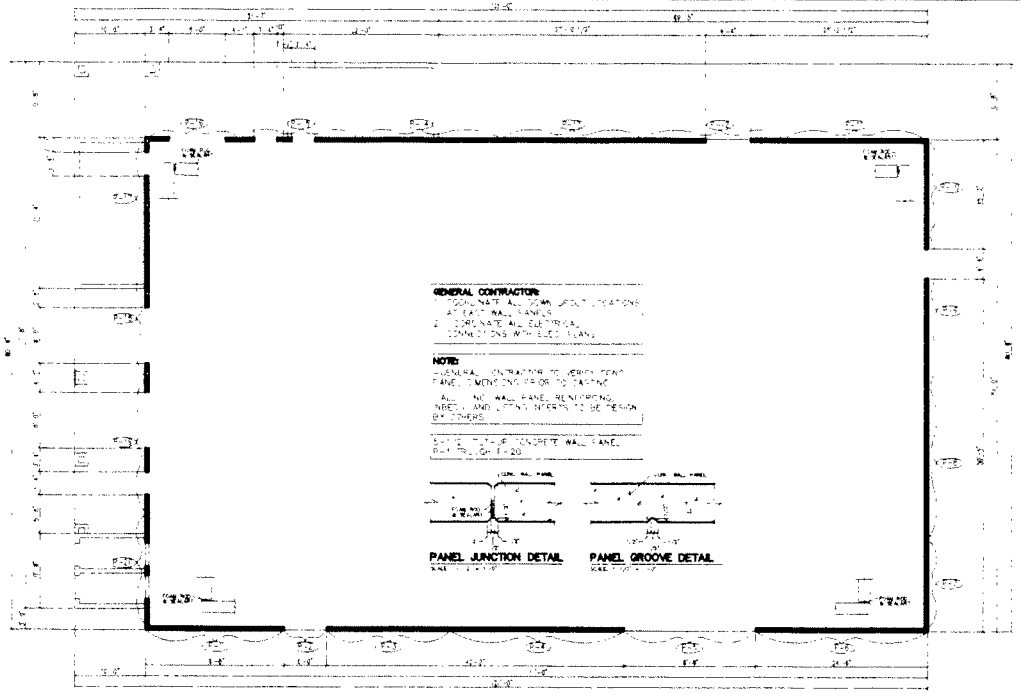
**MEETING HALL / PAVILION**

HIDALGO COUNTY PRECINCT 3

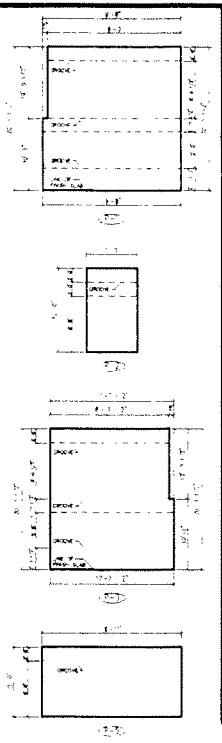
HIDALGO COUNTY, TEXAS

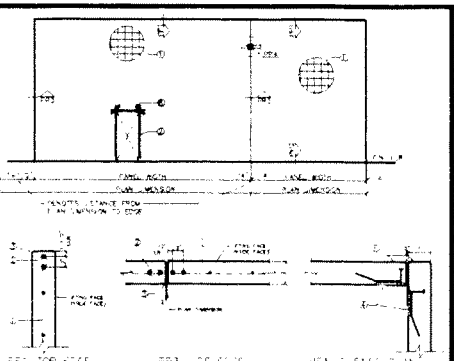
PROJECT#
DATE 5.2.08
DRAWN BY JC
CHECKED BY CO
FILENAME PCT 3 PAVILION
SHEET

A9



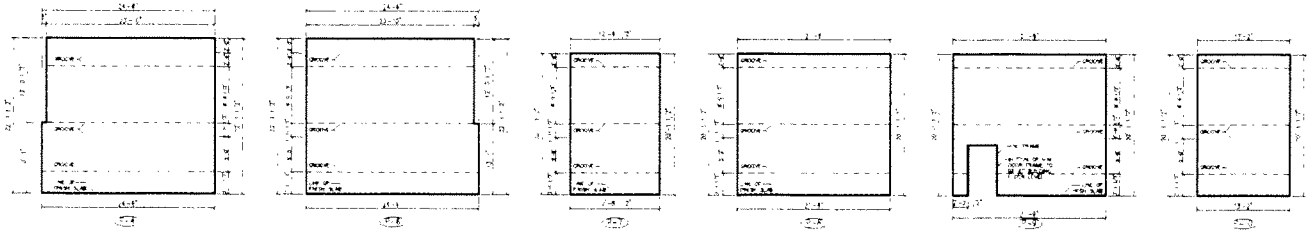

PANEL LOCATION PLAN

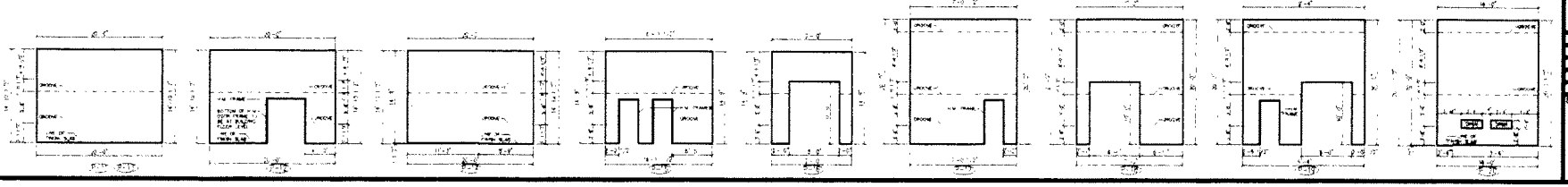




PP– TYPICAL WALL PANEL DETAILS

WALL PANELS





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MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

PROJECT
DATE
DRAWN BY
CHECKED BY
FILE NAME: PCT 3 PAVILION

SHEET
A9.1

## GENERAL NOTES

## DESIGN CRITERIA

## TILT-UP CONCRETE PANEL

## STRUCTURAL STEEL

## STRUCTURAL MASONRY (SPECIAL INSPECTION)

| INSPECTION TASK | INSPECTION FREQUENCY: CONTINUOUS | INSPECTION FREQUENCY: PERIODIC |
|---|---|---|
| AT MASONRY CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE: | | |
| A. PROPERTIES OF SITE PREPARED MORTAR | | X |
| B. GRADE AND SIZE OF PRESTRESSING TENDONS AND ANCHORAGES | | X |
| C. LOCATION OF REINFORCEMENT AND CONNECTORS | | X |
| D. PREPARATION, PLACEMENT AND CURING OF MASONRY UNITS | | X |
| E. PLACEMENT OF PRESTRESSING TENDONS AND ANCHORAGES | | X |
| F. SIZE AND LOCATION OF STRUCTURAL ELEMENTS | | X |
| G. TYPE, SIZE AND LOCATION OF DOWELS, ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES AND OTHER CONSTRUCTION | | X |
| H. WELDING OF REINFORCING BARS | X | |
| I. PROTECTION OF MASONRY DURING COLD WEATHER (TEMP. BELOW 40°F) OR HOT WEATHER (TEMP. ABOVE 90°F) | | X |
| J. APPLICATION AND MEASUREMENT OF PRESTRESSING FORCE | | X |
| THE INSPECTION PROGRAM SHALL VERIFY: | | |
| A. SIZE AND LOCATION OF STRUCTURAL ELEMENTS | | X |
| B. TYPE, SIZE AND LOCATION OF DOWELS, ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES AND OTHER CONSTRUCTION | | X |
| C. SPECIFICATIONS FOR MATERIALS WITH REQUIRED CERTIFICATES FOR COMPLIANCE WITH CODE AND SPECIFICATIONS | | X |
| D. WELDING OF REINFORCING BARS | X | |
| E. PROTECTION OF MASONRY DURING COLD WEATHER (TEMP. BELOW 40°F) OR HOT WEATHER (TEMP. ABOVE 90°F) | | X |
| F. APPLICATION AND MEASUREMENT OF PRESTRESSING FORCE | | X |
| PREPARATION OF ANY GROUT SPECIMENS, MORTAR SPECIMENS AND/OR WHERE SHALL BE OBSERVED | X | |
| COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND THE APPROVED SUBMITTALS SHALL BE OBSERVED | | X |
| OBTAIN SAMPLES FOR CLEANING AND EFFLORESCENCE TESTS AS REQUIRED | | X |
| CONFIRM ESTABLISHMENT OF OFFSET DIMENSIONS FOR CONCRETE MASONRY UNITS | | X |

## CAST-IN-PLACE CONCRETE

## ROOF METAL DECK

## GENERAL NOTES FOR STRUCTURAL OBSERVATIONS

## SHOP DRAWINGS AND SUBMITTALS

## OPEN WEB STEEL JOISTS

## GEOTECHNICAL INVESTIGATION

## DESIGN WIND PRESSURE

### MAIN WIND FORCE RESISTING SYSTEM

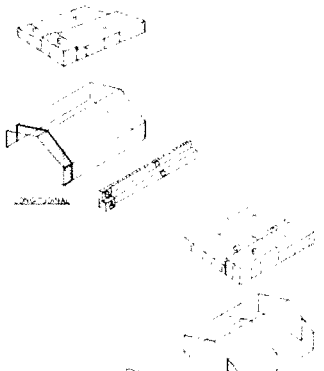
DESIGN WIND PRESSURE : WIND=105 (MPH)
EXPOSURE B AT h = 30 FT, I = 1.0

| ROOF ANGLE (θ) DEGREES | ZONES | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1 | | 2 | | 3 | | OVERHANGS |
| | HORIZONTAL PRESS. (PSF) | VERTICAL PRESS. (PSF) | HORIZONTAL PRESS. (PSF) | VERTICAL PRESS. (PSF) | HORIZONTAL PRESS. (PSF) | VERTICAL PRESS. (PSF) | |
| 0 TO 5° | 9.3 | -11.6 | 9.3 | -17.4 | 9.3 | -26.1 | -26.1 |

### COMPONENTS & CLADDING

DESIGN WIND PRESSURE : WIND=105 (MPH)
EXPOSURE B AT h = 30 FT, I = 1.0

| EFFECTIVE WIND AREA (SQ. FT.) | ROOF ZONE | ROOF ANGLE (θ) DEGREES | | | WALL |
|---|---|---|---|---|---|
| | | 0° TO 7° | 7° TO 27° | 27° TO 45° | |
| 10 | 1 | 9.3 | 9.3 | 9.3 | 9.3 |
| | 2 | -17.4 | -11.6 | 9.3 | |
| | 3 | -26.1 | -17.4 | 9.3 | |
| 20 | 1 | 9.3 | 9.3 | 9.3 | 9.3 |
| | 2 | -17.4 | -11.6 | 9.3 | |
| | 3 | -26.1 | -17.4 | 9.3 | |
| 50 | 1 | 9.3 | 9.3 | 9.3 | 9.3 |
| | 2 | -17.4 | -11.6 | 9.3 | |
| | 3 | -26.1 | -17.4 | 9.3 | |
| 100 | 1 | 9.3 | 9.3 | 9.3 | 9.3 |
| | 2 | -17.4 | -11.6 | 9.3 | |
| | 3 | -26.1 | -17.4 | 9.3 | |
| 200 | 1 | 9.3 | 9.3 | 9.3 | 9.3 |
| | 2 | -17.4 | -11.6 | 9.3 | |
| | 3 | -26.1 | -17.4 | 9.3 | |
| 500 | 1 | 9.3 | 9.3 | 9.3 | 9.3 |
| | 2 | -17.4 | -11.6 | 9.3 | |
| | 3 | -26.1 | -17.4 | 9.3 | |




HINOJOSA ENGINEERING

AGATC
AUGUSTO GARCIA ASSOCIATES
DESIGN CONSULTING

THESE DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT.

CITY OF HIDALGO, TEXAS

PROJECT #: 08-702
ISSUED: 10-08-08
DRAWN BY: AG
CHECKED BY: AG
FILE NAME: S-NOTES

SHEET
S1

## SPECIAL INSPECTION, MATERIALS TESTING.

RESPONSIBILITIES OF THE OWNER

A. EMPLOY AND PAY THE SPECIAL INSPECTION AGENCY TO PERFORM INSPECTIONS PRESCRIBED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.

B. EMPLOY AND PAY THE MATERIALS TESTING LABORATORY TO PERFORM TESTS PRESCRIBED IN THIS SECTION AND THOSE REQUIRED BY AUTHORITIES HAVING JURISDICTION.

C. NOTIFY THE CONTRACTOR AND REMEDIATE THE OWNER FOR DEFECTIVE WORK REVEALED BY INSPECTIONS AND TESTS. UNSATISFACTORY AND INDICATE NONCONFORMANCE WITH REQUIREMENTS.

D. EMPLOY THE DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN OR ANOTHER ENGINEER OR ARCHITECT DESIGNATED BY THE OWNER TO PERFORM STRUCTURAL OBSERVATION PER TSD 12 OF IBC 2003.

QUALIFICATIONS

- APPROVED FABRICATOR: A FABRICATOR REGISTERED AND APPROVED BY THE BUILDING OFFICIAL AND ENGINEER OF RECORD TO PERFORM WORK OFF SITE REQUIRING SPECIAL INSPECTION WITHOUT SPECIAL INSPECTION. THE EXEMPTION IN CHAPTER 17 OF THE IBC 2003 BUILDING CODE IS APPLICABLE.
- SPECIAL INSPECTION AGENCY: A QUALIFIED, ACCREDITED, INSPECTION BODIES DESIGNATED, ENGAGED AND APPROVED BY THE ENGINEER OF RECORD TO PERFORM SPECIAL INSPECTION AS REQUIRED BY THE BUILDING CODE AND THE PROJECT SPECIFICATIONS AND AS DESCRIBED IN CHAPTER 17 OF IBC 2003.
- SPECIAL INSPECTOR: A QUALIFIED PERSON EMPLOYED BY THE SPECIFIED SPECIAL INSPECTION AGENCY, AND HAS DEMONSTRATED COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. DUTIES INCLUDE VISUAL OBSERVATIONS AND TESTS, REVIEW AND WITNESSING OF MATERIALS, DETAILING, SPECIMENS FOR TESTS AND RELATED ACTIONS INCLUDING PREPARATION OF REPORTS.
- TESTING LABORATORY: AN ACCREDITED, MATERIALS TESTING LABORATORY APPROVED BY THE OWNER AND AS REQUIRED TO MEASURE, EXAMINE, TEST, VALIDATE OR OTHERWISE DETERMINE THE CHARACTERISTICS OF PERFORMANCE OF CONSTRUCTION MATERIALS OR VARIOUS ASPECTS OF CONSTRUCTION.
- CONTINUOUS INSPECTION: ON SITE INSPECTION BY A SPECIAL INSPECTOR ON A CONTINUOUS BASIS OBSERVING ALL WORK REQUIRING SPECIAL INSPECTION.
- PERIODIC INSPECTION: INTERMITTENT INSPECTION AS PERMITTED BY THE PLAN OR REGULATIONS BY INSPECTIONS PERFORMED AT VARIOUS FREQUENCIES AS WORK PROGRESSES. NO SIGNIFICANT ELEMENTS OF WORK SHALL BE CONCEALED BY ADDITIONAL WORK UNTIL APPROVED BY THE MUNICIPAL BUILDING INSPECTOR AND/OR THE SPECIAL INSPECTOR.
- STRUCTURAL OBSERVATION: THE VISUAL OBSERVATION BY THE ENGINEER OF RECORD OR HIS DESIGNEE, INCLUDING BUT NOT LIMITED TO THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM, FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATION AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM. STRUCTURAL OBSERVATION DOES NOT INCLUDE OR DIMINISH THE RESPONSIBILITY FOR THE SPECIAL AND MUNICIPAL INSPECTIONS REQUIRED BY CODES AND SPECIFICATIONS.
- EOR ENGINEER OF RECORD
- DPR ENGINEER OF RECORD DESIGN PROFESSIONAL OF RECORD

SPECIAL INSPECTION AND MATERIALS TESTING

THIS SECTION APPLIES TO THE STRUCTURAL PORTION OF THE PROJECT REQUIRING SPECIAL INSPECTION. THE SPECIAL INSPECTIONS LISTED ARE DESCRIBED IN IBC 2003.

SOIL MONITOR, METHODS AND PROCEDURES SHALL BE USED FOR INSPECTION AND TESTING REQUIRED OF CONTRACTOR, EQUIPMENT, AND FOR LISTING SAMPLING, ACCEPTANCE CRITERIA, ALL INSTRUCTIONS, STANDARDS, AND TEST METHODS. A COPY OF THESE DOCUMENTS SHALL BE KEPT UP TO DATE AND READILY AVAILABLE FOR USE. NO INSPECTION OR TEST SHALL BE PERFORMED IF THE SAFETY OF THE PERSONNEL IS IN QUESTION DUE TO JOB SITE CONDITIONS. PRIOR TO PROJECT COMMENCEMENT, THE TESTING AGENCY SHALL CONFER WITH AND OBTAIN THE APPROVAL FROM THE APPROPRIATE DESIGN PROFESSIONAL REGARDING THE INSPECTION AND TESTING PROCEDURES OR SPECIFICATIONS INCLUDING ANY APPROPRIATE ALTERNATIVE METHODS. SUBMIT ANY REQUEST FOR PRODUCT SPECIFICATION SUBSTITUTIONS AT THE START OF AND DURING EACH INSPECTION OF THE PROJECT TO ASCERTAIN PROPOSED CONFORMITY OF MATERIALS PERFORMANCE, QUALIFICATIONS, AS REQUIRED AND PROCEDURES WITH ANY AVAILABLE TABLE OF CONTENTS, PLANS, AND SPECIFICATIONS.

ALL INSPECTIONS SHALL BE PERFORMED BY AN ACCREDITED, APPROVED SPECIAL INSPECTION AGENCY EMPLOYED BY THE OWNER OR OWNER'S AGENT NOT THE CONTRACTOR OR SUBCONTRACTOR PER IBC 2003. THE FOLLOWING OR EQUIVALENT AGENCIES SHALL PROVIDE THE SPECIAL INSPECTION DUTIES. THE SPECIAL INSPECTOR SHALL BE RESPONSIBLE TO THE ENGINEER OF RECORD

- HABIB-KASTNER CONSULTANTS, INC
- HORNER CONSULTING ENGINEERS, INC
- KIMBLESTONE
- APPROVED EQUAL

A TRANSITE FIRMS ARE ALLOWED, BUT ONLY WITH PRIOR WRITTEN APPROVAL BY THE ENGINEER OF RECORD. ACCREDITATION TO ASTM E-329-96C STANDARD SPECIFICATIONS FOR AGENCIES INVOLVED IN THE TESTING AND/OR INSPECTION OF MATERIALS USED IN CONSTRUCTION IS PREFERRED.

ALL TESTS SHALL BE PERFORMED BY THE EOR APPROVED TESTING LABORATORIES LISTED BELOW

- HABIB-KASTNER CONSULTANTS, INC
- HORNER CONSULTING ENGINEERS, INC
- KIMBLESTONE
- APPROVED EQUAL

COPIES OF THE TEST RESULTS AND FINAL REPORT SHALL BE FURNISHED TO THE ENGINEER OF RECORD (EOR) IN ADDITION TO OTHER NORMAL DISTRIBUTIONS WITHIN TEN DAYS OF THE TEST. IN THE CASE OF UNSATISFACTORY OR DEFICIENCIES, THE SPECIAL INSPECTION AGENCY SHALL IMMEDIATELY NOTIFY THE EOR.

TESTING FREQUENCY SHALL BE PER ESTABLISHED STANDARDS FOR MASONRY, REINFORCED CONCRETE, AND STRUCTURAL STEEL WELDING CODES AND STANDARDS AND ARE PART OF THIS SPECIFICATION.

A CERTIFICATE OF SATISFACTORY COMPLETION OF WORK REQUIRING SPECIAL INSPECTION MUST BE COMPLETED AND SUBMITTED TO THE INSPECTION SERVICES DIVISION OF THE CONTRACTOR.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE TYPE AND/OR INSPECTION FORM WITH A CONSTRUCTION SCHEDULE TO FACILITATE THE PROPER COORDINATION.

THE SPECIAL INSPECTION AGENCY SHALL FURNISH DAILY INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT, THE ENGINEER AT A MINIMUM WEEKLY FREQUENCY. THE SPECIAL INSPECTION AGENCY SHALL SUBMIT A FINAL REPORT, SIGNED BY BOTH HE AND HIS SUPERVISOR, STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE WORKMANSHIP PROVISIONS OF THE IBC.

ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. THEN IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL.

SPECIAL INSPECTION REPORTS

THESE REPORTS SHALL INCLUDE AS A MINIMUM, THE FOLLOWING INFORMATION

1. PERMIT NUMBER
2. NAME OF THE MUNICIPAL INSPECTOR IF AVAILABLE AND OF THE GOVERNING MUNICIPALITY
3. SPECIAL INSPECTION AGENCY NAME, ADDRESS AND PHONE NUMBER
4. UNIQUE IDENTIFICATION OF THE REPORT AND 1ST PAGE PAGE
5. CLIENT NAME AND ADDRESS
6. NAME AND ADDRESS OF THE DESIGN PROFESSIONAL OF RECORD, AND OTHER DESIGNERS OR ENGINEERS APPLICABLE TO THE PROJECT
7. DESCRIPTION OF THE TYPE OF INSPECTION PERFORMED
8. ANY UNRESOLVED DEVIATIONS, EXCLUSIONS, AND ADDITIONS TO OR FROM THE APPROVED DRAWINGS AND SPECIFICATIONS PERTINENT TO THE STRICTLY INSPECTION JOB TEST COMPLIANCE FINDINGS AND RESULTS
9. DESCRIPTION OF LOCATION WHERE THE INSPECTION WAS PERFORMED WITHIN THE PROJECT
10. TIME AND DATE OF THE INSPECTION
11. MEASUREMENTS, CLARIFICATIONS, AND TERMS, RESULTS SUPPORTED BY TABLES, DRAWINGS, SKETCHES, OR PHOTOGRAPHS AS APPROPRIATE
12. THE NAME, SIGNATURE, TITLE AND IDENTIFICATION NUMBER AS APPROPRIATE OF THE FIELD INSPECTOR PERFORMING THE INSPECTION
13. IDENTIFICATION OF SUBCONTRACTORS EMPLOYED TO CARRY OUT TESTS OR PARTS OF TESTS

TESTS REPORTS

LABORATORY TESTS, AND MILL CERTIFICATIONS ARE REQUIRED TO BE SUBMITTED TO THE ENGINEER OF RECORD. THESE REPORTS SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING

1. CONCRETE COVERS
2. REINFORCING STEEL
3. STRUCTURAL STEEL
4. CONCRETE WALLS
5. CONCRETE ANCHORS

SPECIAL INSPECTOR BY A SPECIAL OR LOCALLY INSPECTOR FROM AN ACCEPTED, OR APPROVED INSPECTION AGENCY, AND WITH THE APPROPRIATE, CURRENT MUNICIPAL LICENSES AND CERTIFICATIONS SHALL BE REQUIRED FOR THE TYPE OF WORK LISTED BELOW.

CONTINUOUS INSPECTION REQUIRED FOR THE FOLLOWING

A. REINFORCED CONCRETE

1. FORM PLACEMENT OF REINFORCED CONCRETE WHERE THE STRUCTURAL DESIGN IS RATED ON F'C GREATER THAN 3,000 PSI AND THE FRAMING TEST SPECIMENS. THE NUMBER OF AND FREQUENCY OF TAKING OF TEST SPECIMENS SHALL BE THE MINIMUM REQUIRED BY THE GOVERNING MUNICIPAL BUILDING CODE OR AS SPECIFIED BY THE APPROVED STRUCTURAL PLANS WHICHEVER IS THE GREATER NUMBER.
2. DURING THE PLACEMENT OF REINFORCING STEEL AND PRE-TENSIONED TENDONS PULLED TO THE SPECIFIED FORCE ARE INSPECTED FOR CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE CLOSING OF FORMS OR THE PLACEMENT OF CONCRETE TO THE JOINTS.
3. DURING THE PLACEMENT OF REINFORCING STEEL AND CONCRETE FOR ARTIFICIAL PLACE PULLED PILES OR CAISSONS.
4. INSPECTION IS REQUIRED ON CAST-IN-PLACE PILES OR CAISSONS EVEN IF F'C IS LESS THAN 2,500 PSI.
5. PRIOR TO AND DURING THE PLACEMENT OF CONCRETE ANCHOR BOLTS WHEN STRESS INCREASES PERMITTED BY PARAGRAPH 3 OF TABLE 19-E, SECTION 1923 OF THE UNIFORM BUILDING CODE FOR THE USE OF FULL VALUES FOR DIRECTION TESTS.
6. PRIOR TO AND DURING THE INSTALLATION OF ANCHORS REQUIRING TO BE INSTALLED INTO CONCRETE.
7. DURING THE STRESSING AND GROUTING OF TENDONS IN PRE-STRESSED CONCRETE.
8. CONTINUOUS INSPECTION FOR THE PLACEMENT OF THE REINFORCEMENT AND CONCRETE AT CONCRETE MOMENT FRAMES WITHIN SEISMIC ZONES 3 & 4.
9. SHOT WHITE PLACEMENT AND DURING THE TAKING OF TEST SPECIMENS.

PERIODIC INSPECTION FOR REINFORCED CONCRETE SHALL BE PERFORMED WHEN SPECIFIED AS FOLLOWS

1. AT THE START OF WORK DURING EACH INSPECTION OF THE PROJECT TO ASCERTAIN PROPOSED CONFORMITY OF MATERIALS, PERFORMING, QUALIFICATIONS AS REQUIRED AND PROCEDURES WITH THE APPLICABLE PLANS, SPECIFICATIONS AND CODES.
2. REINFORCEMENT VERIFICATION PRIOR TO THE PLACEMENT OF CONCRETE.
3. DURING THE PLACEMENT OF CONCRETE.
4. DURING THE MOLDING AND PREPARATION OF TAKING OF COMPRESSION SAMPLES BEAMS CORES OR PANELS.
5. AT SUCH FREQUENCY AS NECESSARY TO CLEARLY CONFIRM THE PLACEMENT OF TIES, CLIPS, STIRRUPS, CONNECTIONS AND ANY ADDITIONAL OR SPECIAL REINFORCEMENT (E.G. OPENINGS, BEAMS, CORNERS, COLUMNS, PIERS, AND CAISSONS) BEFORE THEY ARE HIDDEN.
6. DURING SAMPLING OF CONCRETE AT DISCHARGE FROM MIXER.
7. BEFORE ANY CONCRETE IS PLACED FOR VERIFICATION OF MIX DESIGN.
8. ALL FUNCTIONS AT THE BATCHING PLANT FOR READY MIX. THIS COULD INCLUDE CEMENT SAMPLING, 10 TEST RESULTS, GRAVEL, SAND/AIR, CHECKING CALIBRATION OF EQUIPMENT AND ADMIXTURE DISPENSING.

B. STRUCTURAL WELDING - GENERAL - INSPECTION'S DUTIES

1. ALL FIELD WELDING NOT DONE IN AN APPROVED FABRICATORS SHOP EXCEPT THAT WELDING OF LIMITED FREQUENCY AS DETERMINED BY THE ENGINEER OF RECORD TO THE COMPLETION OF THE FINISHED SHALL BE ALLOWED PER SECTION 1915.5 (E) SUBSECTION 3.
2. RANDOM FIELD WELDING OF SEISMIC MOMENT-RESISTING FRAMES IN ADDITION TO NONDESTRUCTIVE TESTING AS REQUIRED BY SECTION 1705.
3. THE SPECIAL INSPECTOR SHALL REVIEW (OR APPROVED) WELDING PROCEDURES SPECIFICATIONS (WPS) WHICH EITHER MEET STANDARD AWS PRE QUALIFIED JOINTS AND PROCEDURES ARE QUALIFIED.
4. THE SPECIAL INSPECTOR SHALL REVIEW APPLICABLE SECTION OF REFERENCED CODES SUCH AS AWS D1.1 STRUCTURAL WELDING CODE STEEL AWS D1.3 STRUCTURAL WELDING CODE SHEET STEEL AND THE MANUAL AND SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC).
5. THE SPECIAL INSPECTOR SHALL REVIEW MILL TEST REPORTS AND CHECK HEAT NUMBERS WITH PLATE OR SHAPE MARKINGS. VERIFY THAT PROPER IDENTIFICATION OF STEEL IS MAINTAINED DURING FABRICATING AND ERECTING.
6. THE SPECIAL INSPECTOR SHALL REVIEW REQUIRED (BY PROJECT SPECIFICATIONS) NONDESTRUCTIVE TESTING REPORTS (UT, RT, MT, PT) FOR EACH WELDER TESTED.
7. THE SPECIAL INSPECTOR SHALL RECORD SAMPLE NUMBER AND LOCATION AND CHECK THAT SAMPLES ARE DELIVERED TO AN APPROVED LABORATORY AND TESTED.
8. THE SPECIAL INSPECTOR SHALL SHOW WELD MEMBERS ARE TO BE MOVED TO FINISH, AND NO CRACK EXISTS AFTER WELDING. SAMPLE CUTTING, COORDINATE CUTTING AND PATCHING REQUIREMENTS WITH THE ARCHITECT/ENGINEER.

C. PAINTING

1. VERIFY CLEANING OPERATIONS TO ALL SURFACES TO CONDITION SPECIFIED.
2. VERIFY CONFORMANCE OF PAINT BY SPECIFICATION.
3. CHECK APPLICATION METHOD: BRUSH, ROLLER, OR SPRAY.
4. CHECK TOUCH-UP FOR FINAL STATUS.

D&A. WELDING OPERATIONS - APPLICABLE TO SHOP AND FIELD

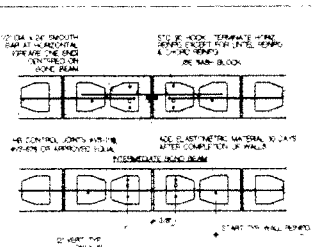
1. THE SPECIAL INSPECTOR SHALL CHECK EACH WELDER'S CERTIFICATION AND VERIFY THAT THE WELDER DOES WORK ONLY AS QUALIFIED BY HIS CERTIFICATION.
2. THE SPECIAL INSPECTOR SHALL KEEP A WRITTEN RECORD OF EACH WELDER BY NAME IDENTIFICATION NUMBER AND HIS IDENTIFYING STEEL MARK IF APPLICABLE AND THE PERFORMANCE OF REJECTABLE WELDS.
3. THE SPECIAL INSPECTOR SHALL UPON DETECTION OF REJECTABLE WELD, EITHER VISUALLY OR BY NONDESTRUCTIVE TESTING, THE INSPECTOR OF RECORD AND NOTIFY THE WELDER AS WELL AS PERFORM ADDITIONAL VERIFICATION OF DEFECT. THE INSPECTOR OF RECORD WILL SUPERVISE REMOVAL, REPAIR OR REPAIRS.
4. CLIMB THE SPECIAL INSPECTOR SHALL CHECK STRUCTURAL MEMBERS FOR THICKNESS ADJACENT TO WELDS GROUND SMOOTH REMOVE ANY REPAIRS.
5. USE SPECIAL INSPECTOR SHALL INSPECT JOINTS FOR PROPER PREPARATION INCLUDING BEVEL, BACK PLACES, ROOT OPENING, FIT, ALIGNMENT, AND REPAIRS.
6. THE SPECIAL INSPECTOR SHALL CHECK THE TYPE AND SIZE OF ELECTRODES TO BE USED FOR THE VARIOUS JOINTS AND POSITIONS. CHECK THE STORAGE FACILITIES TO SEE IF WET ARE AVAILABLE TO KEEP THE ELECTRODES DRY.
7. THE SPECIAL INSPECTOR SHALL OBSERVE THE TECHNIQUE OF EACH. THE SPECIAL INSPECTOR SHALL WELDER WITH USE OF A WELDING INSPECTION SHIELD.
8. THE SPECIAL INSPECTOR SHALL OBSERVE THE USE OF PREHEAT AND INTER PASS TEMPERATURES. INSPECTOR SHALL WELDER WITH USE OF A WELDING INSPECTION SHIELD.
9. THE SPECIAL INSPECTOR SHALL CONTINUOUSLY OBSERVE MULTI-PASS WELDS. CONTINUOUS WORKS SHALL BE DONE AS FOLLOWS. THE INSPECTOR IN ATTENDANCE IN THE WELDING AREA AT ALL TIMES AND IS FULLY AWARE OF THE PROGRESS OF THE WELDING AT ANY GIVEN TIME. THE INSPECTOR MAY WATCH MULTIPLE WELDERS PROVIDED THEY ALL BE IN THE AREA CLOSE ENOUGH FOR EFFECTIVE VISUAL INSPECTION OF THE WORK PERFORMED.
10. THE SPECIAL INSPECTOR SHALL DETERMINE THAT THE OPERATOR IS CAPABLE OF PRODUCING THE REQUIRED WELDS.
11. THE SPECIAL INSPECTOR SHALL OBSERVE SINGLE PASS FILLET WELDS PERIODICALLY OF WORK WITH F' LESS THAN SPECIFICATIONS REQUIRE.
12. THE SPECIAL INSPECTOR SHALL NOT BE PERMITTED STRAIGHTENING OR STRAIGHTENING OR DETERMINING OF MOVEMENTS IS NECESSARY UNDER APPROVED METHODS WILL BE USED.
13. THE SPECIAL INSPECTOR SHALL TAG OR STAMP ACCEPTED EQUIPMENT WITH THE INSPECTOR'S IDENTIFICATION STAMP. APPROVED METHODS WILL BE USED.

## REINFORCED CONCRETE MASONRY UNIT WALLS

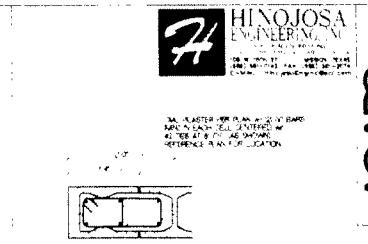
1. CONCRETE MASONRY UNITS (CMU) SHALL CONFORM TO ASTM C90 AND AS FOLLOWS
   - UNIT COMPRESSIVE STRENGTH: 800 PSI MINIMUM AVERAGE NET AREA COMPRESSIVE STRENGTH
   - WEIGHT CLASSIFICATION: MEDIUM WEIGHT
   - CONCRETE MASONRY ASSEMBLAGE: PER IBC SECTION 2106
   - MORTAR SHALL BE TYPE "S"
2. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO ASTM A-615 GRADE 60. REINFORCING BARS #3 AND SMALLER MAY BE GRADE 40.
3. CONCRETE SHALL CONFORM TO ASTM C94 TYPE I OR II/A.
4. MASONRY CEMENTS ARE NOT ALLOWED.
5. UNLESS NOTED OTHERWISE ON PLANS, VERTICAL REINFORCEMENT SHALL BE AT 48" O.C. ON CENTER AND THERE SHALL BE AT LEAST ONE BAR WITHIN THREE (3) FEET OF CORNERS, PROVIDE ADDITIONAL VERTICAL REINFORCEMENT AT OPENINGS AS DETAILED. ADDITIONAL VERTICAL REINFORCEMENT TO BE IN CONCRETE OR GROUT FILLED CELLS. PROVIDE DOWELS FROM FOUNDATION, SAME SIZE AND SPACING.
6. ALL HORIZONTAL JOINT REINFORCEMENT STEELS SHALL BE A MINIMUM OF #4 BAR DIAMETERS, UNLESS OTHERWISE NOTED. LAP SPLICES OF #4 AND LARGER REINFORCING STEEL SHALL BE A MINIMUM OF 40 BAR DIAMETERS UNLESS OTHERWISE NOTED.
7. VERTICAL CELLS TO BE FILLED SHALL HAVE CLEAN, UNOBSTRUCTED CONTINUOUS VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR, UNOBSTRUCTED CONTINUOUSLY VERTICAL ALL REINFORCING SHALL BE IN PLACE PRIOR TO PLACING CONCRETE OF GROUT. VERTICAL REINFORCING BARS SHALL BE HELD IN POSITION AT THE TOP, BOTTOM AND AT INTERVALS NOT FARTHER APART THAN 192 BAR DIAMETERS.
8. VERTICAL (OPPOSITE) REINFORCEMENT SHALL BE TIED AT 48" CENTERS CONTINUOUS IN STAIR, DEEP CONTINUOUS CONCRETE FILLED BOND BEAM BELOW EACH FLOOR AND ROOF LEVEL, UNLESS NOTED OTHERWISE ON PLANS. PROVIDE STANDARD 90 DEG. HOOKS AT DISCONTINUOUS ENDS. PROVIDE REINFORCED EQUIVALENT CORNER AT "T" OTHER COURSE LAP ON CENTER AND AS PER MANUFACTURER'S RECOMMENDATIONS.
9. WALL CONSTRUCTION SHALL BE FOR EQUAL TO FOUR (4) TIMES ITS THICKNESS SHALL BE CONSIDERED COLUMN SECTIONS AND SHALL BE REINFORCED WITH (4) #5 VERTICAL REINFORCING IN FILLED CELLS ENCHANCE IN ANY CHARACTER SET EVENLY COURSE (3) ON CENTER IN CELL OF 24 INCH WALL REINFORCING PLACE TIES NOT LESS THAN 1 1/2" FOR MORE THAN 5 FROM THE SURFACE OF COLUMN.
10. PROVIDE HORIZONTAL JOINT REINFORCEMENT EVERY OTHER COURSE WHERE HORIZONTAL REINFORCEMENT IS NOT SPECIFIED.
11. ALL CELLS CONTAINING VERTICAL REINFORCEMENT SHALL BE FILLED SOLID WITH FINE GRAVEL CONCRETE (3/8" MAX AGGREGATE) 9" SLUMP GROUT FROM BOTTOM TO TOP. A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. GROUT OR CONCRETE SHALL BE A WORKABLE MIX SUITABLE FOR PUMPING WITHOUT SEGREGATION AND SHALL BE THOROUGHLY MIXED. GROUT OR CONCRETE SHALL BE PLACED BY PUMPING OR AN APPROVED ALTERNATE METHOD AND SHALL BE PLACED BEFORE INITIAL SET OR HARDENING OCCURS. GROUT SHALL BE CONSOLIDATED WITHOUT ALLOW OF 1 WALLS TO SET AT LEAST 24 HOURS AFTER COMPLETION BEFORE OTHER WORK SHALL BE PERFORMED THEREON. SHRINKAGE SET RESOLUTION AFTER EXCESS MOISTURE HAS BEEN ABSORBED BUT BEFORE WORKABILITY IS LOST. THE PLACE OF ANY SECTION OF A WALL SHALL BE INTERRUPTED FOR MORE THAN ONE HOUR. WHERE WORK IS MORE THAN ONE HOUR APART, PLACED IN LAYERS OF 4 FEET MAXIMUM.
12. WHERE CELL FILLING IS INTERRUPTED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING THE POUR OF CONCRETE OR GROUT APPROXIMATELY 1 1/2" BELOW THE TOP OF BELOW BED JOINT.
13. ENTIRE WALLS WHERE CONCRETE MASONRY UNITS TO BE FILLED SHALL BE FULL MORTED TO MORTAR TO PREVENT LEAKAGE OF CONCRETE OR GROUT UNLESS WALLS IS TO BE POURED SOLID.
14. PROVIDE VERTICAL CONTROL JOINTS AT A MAXIMUM SPACING OF 24'-0" FROM CORNERS. DO NOT CONTINUE THE TYPICAL TRUSS TYPE JOINT REINFORCEMENT THROUGH THE JOINT. BOND BEAM REINFORCEMENT SHALL BE INTERRUPTED AT THE CONTROL JOINT ALTHOUGH BOND REINFORCING STEEL AT FLOORS IS TO BE CONTINUOUS THROUGH THE CONTROL JOINTS.
15. DURING ERECTION, COVER TOP OF WALLS, PROJECTIONS, AND SILLS WITH WATERPROOF SHEATHING AT THE END OF EACH DAY'S WORK.

## REINFORCING STEEL

1. BAR REINFORCEMENT SHALL CONFORM TO THE FOLLOWING GRADES OF ASTM A 615, INCLUDING SUPPLEMENT S1:
   - GRADE 40 - #3 AND SMALLER
   - GRADE 60 - #4 AND LARGER
2. DETAILS OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH CHAPTER 7 OF THE AMERICAN CONCRETE INSTITUTE (ACI) 318 BR AND CHAPTER 16 OF THE IBC 2003, UNLESS OTHERWISE NOTED.
3. LAP SPLICES IN REINFORCEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 12.15 OF THE ACI DOCS.
4. LAPS AT BAR SPLICES IN MASONRY CONSTRUCTION SHALL BE 40 BAR DIAMETER BUT NOT LESS THAN 24 INCHES.
5. VERTICAL REINFORCEMENT SHALL BE TIED OR OTHERWISE FIXED IN POSITION AT THE TOP AND BOTTOM AND AT INTERMEDIATE LOCATIONS SPACED NOT GREATER THAN 80 BAR DIAMETERS OR 8 FEET.
6. WELDED STEEL WIRE FABRIC REINFORCEMENT SHALL CONFORM TO ASTM A 185.
7. LAPS OF WELDED STEEL WIRE FABRIC IN SPLICED SHALL BE NOT LESS THAN 6 INCHES.
8. WALLS, PILASTERS, COLUMNS, PIERS, AND SHALLOW FOOTINGS WITH REINFORCEMENT OF THE SAME SIZE, GRADE AND AT THE SAME SPACING AS THE REINFORCEMENT IN THE WALLS, PILASTER, PIERS, COLUMNS.
9. BAR SUPPORTS SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF "BAR SUPPORT SPECIFICATIONS" AS CONTAINED IN THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE. CARE SHALL BE EXERCISED IN PLACING, TYING, SPACING AND SUPPORTING REINFORCING STEEL DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE" LATEST EDITION.
10. ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE BEFORE PLACING CONCRETE OR GROUT.
11. WELDING OF CROSSING BARS AND TACK WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED.
12. CONTRACTOR SHALL SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR REVIEW BEFORE FABRICATION AND INSTALLATION.
13. WELDING OF REINFORCING STEEL IS PERMITTED BY THE STRUCTURAL ENGINEER SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE "REINFORCING STEEL" OF THE AMERICAN WELDING SOCIETY AWS D1.4-98 AS INCORPORATED IN CBC CHAPTER NO. 19 AND BY CERTIFIED WELDERS QUALIFIED. WHO PROCEDURES CONTAINED THEREIN. STEEL REINFORCEMENT SHALL BE USED IN MECHANICAL SPLICE NO REINFORCEMENT REINFORCEMENT SHALL NOT BE WELDED UNTIL A CHEMICAL ANALYSIS IS SUFFICIENT TO DETERMINE THE CARBON EQUIVALENT (CE) IS PERFORMED. THE CE OF REINFORCING STEEL IS PERFORMED, THE CE OF REINFORCING STEEL SHALL BE CALCULATED FROM THE CHEMICAL COMPOSITION AS SHOWN IN THE MILL TEST REPORT IF MILL TEST REPORTS ARE NOT AVAILABLE, A CHEMICAL ANALYSIS SHALL BE MADE ON REINFORCEMENT REPRESENTATIVE SPECIMENS TO BE WELDED. THE CE SHALL NOT EXCEED 0.55 AS CALCULATED PER IBC CHAPTER 19 A COPY OF THE MILL TEST OF REINFORCING STEEL IN CONCRETE MEMBERS TYPICAL INSTRUCTION IS REQUIRED FOR ALL FIELD WELDING.

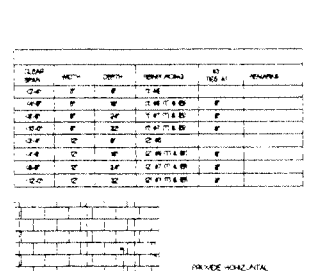



TYPICAL CMU CONTROL JOINT (C.J.) 5

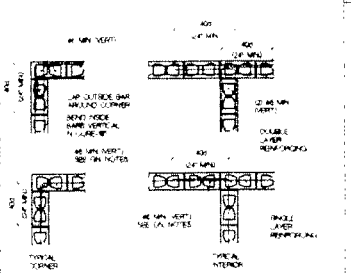


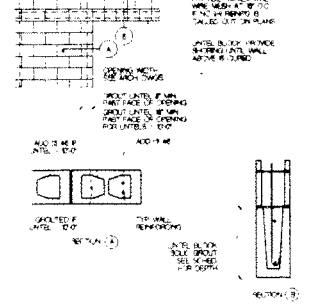

12" CMU PILASTER PLAN VIEW 1

| CLEAR SPAN | WIDTH | DEPTH | REINFORCING | #3 TIES AT | REMARKS |
|---|---|---|---|---|---|
| 12'-0" | 8" | 8" | 4 #5 | | |
| 14'-0" | 8" | 10" | 4 #5 @ 48" | 8" | |
| 16'-0" | 8" | 12" | 4 #5 @ 48" | 8" | |
| 18'-0" | 8" | 12" | 4 #5 @ 48" | 8" | |
| 20'-0" | 12" | 8" | 2 #5 | | |
| 22'-0" | 12" | 8" | 2 #5 @ 48" | 8" | |
| 24'-0" | 12" | 12" | 2 #5 @ 48" | 8" | |
| 26'-0" | 12" | 12" | 2 #5 @ 48" | 8" | |

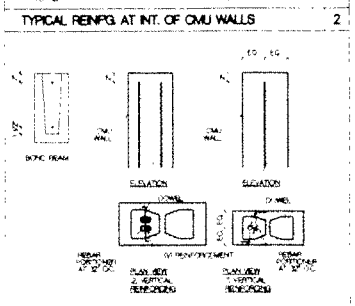



TYPICAL REINFG. AT INT. OF CMU WALLS 2

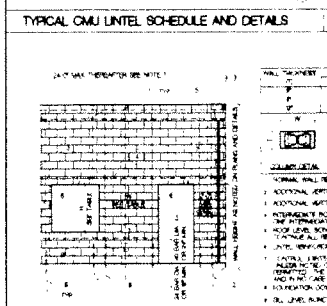



TYPICAL CMU LINTEL SCHEDULE AND DETAILS 7




TYPICAL REINFG. PLACEMENT AND CLEARANCE 3




| WALL THICKNESS | LAP SPLICE LENGTH | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| 8" | 1'-8" MIN. | 2'

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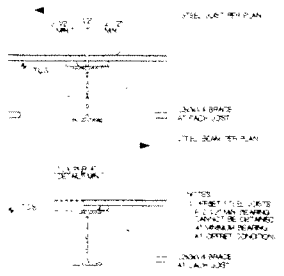
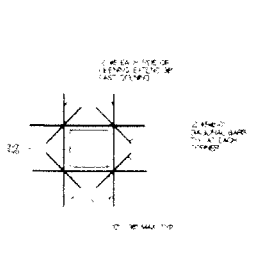
AGADC
AL COGER GARCIA ASSOCIATES
DESIGN CONSULTING

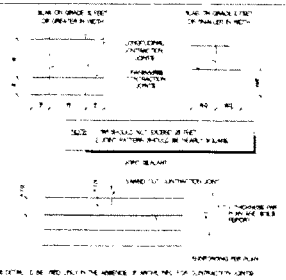
CITY OF HIDALGO, TEXAS



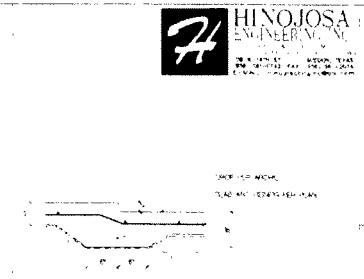
17 TYPICAL STEEL JOIST TO STEEL BEAM



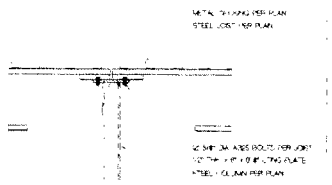
13 REINFORCING AT CONCRETE OPENINGS



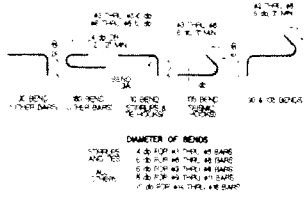
9 SLAB CONTRACTION JOINT



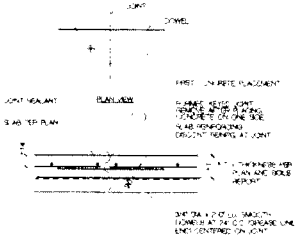
5 DROP AT SLAB ON GRADE 1



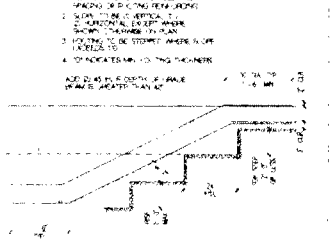
18 TYPICAL STEEL JOIST TO STEEL COLUMN



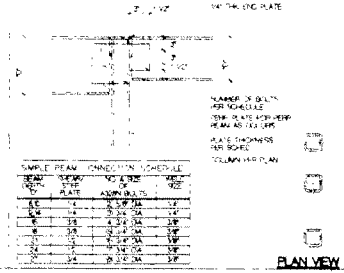
14 STANDARD HOOKS



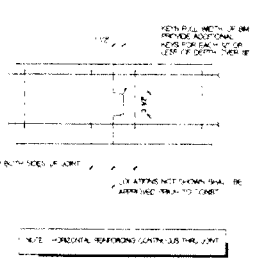
10 SLAB CONSTRUCTION JOINT



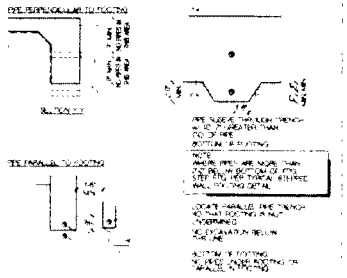
6 TYPICAL STEPPED WALL FOOTING 2



19 STEEL BEAM CONNECTION SCHEDULE

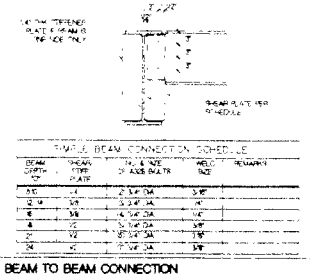


15 DETAIL NOT USED



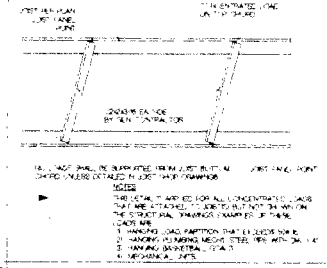
11 GRADE BEAM CONSTRUCTION JOINT

7 PIPING AT FOOTING 3

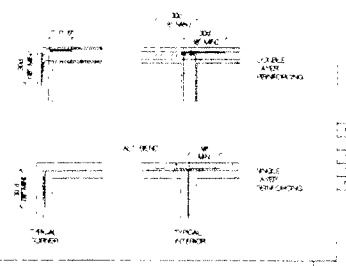


20

16 BEAM TO BEAM CONNECTION

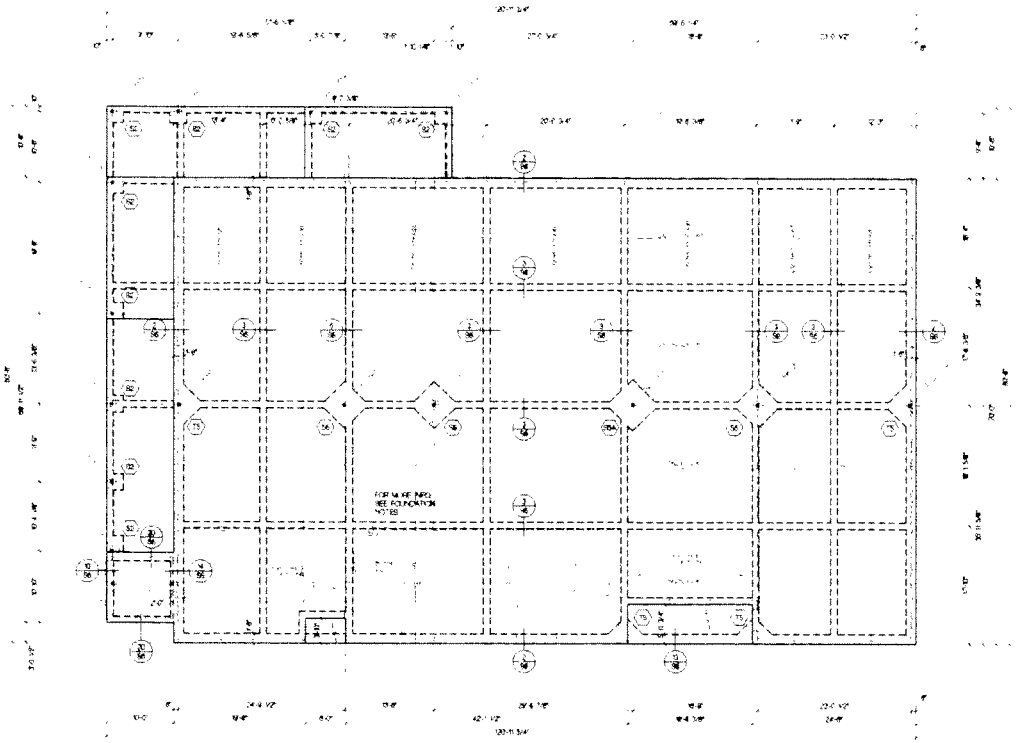


12 TYPICAL JOIST BRACING DETAIL



8 TYPICAL REINF. AT INT. OF CONC. FTGS 4

S3




## FOUNDATION SUBGRADE

PREPARATION OF EXISTING GROUND
ALL AREAS TO SUPPORT REJECT FILL SHALL BE STRIPPED OF ALL VEGETATION AND/OR ORGANIC TOPSOIL
MINIMUM DEPTH OF REMOVAL 6 INCHES
EXTEND BEYOND BUILDING FOOT PRINT 5 FEET
REMOVE THE EXISTING SUBGRADE SOILS DOWN AN ADDITIONAL 5 FEET
EXTEND BEYOND BUILDING FOOT PRINT 5 FEET
THE EXPOSED SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND MOISTURE CONDITIONED TO WITHIN 05 PERCENT BELOW TO 02 PERCENT ABOVE OF THE OPTIMUM MOISTURE CONTENT. THE SUBGRADE SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD MOISTURE DENSITY RELATION ASTM D 698 FOLLOWING COMPLETE CLEARING AND PREPARATION OF THE SITE FOR CONSTRUCTION. THE GEOTECHNICAL ENGINEER SHALL WITNESS THE SITE TO DETERMINE THAT SUBGRADE PREPARATION HAS BEEN ACCOMPLISHED
2. REJECT FILL MATERIAL
MINIMUM AMOUNT OF REJECT FILL 24 INCHES
PLASTICITY INDEX BETWEEN 5 AND 17 PERCENT
MAXIMUM LIQUID LIMIT 35
NO ORGANIC OR OTHER DETERIORABLE MATERIAL
NO STONES LARGER THAN THREE (3) INCHES
REFER TO SOILS REPORT FOR ADDITIONAL REQUIREMENTS
* MINIMUM FLOOR SHALL BE 18" MINIMUM ABOVE TOP OF CURB ELEVATION OR 18" MINIMUM ABOVE CROWN OF STREET OR AS INDICATED IN CIVIL DRAWINGS. WHICHEVER INDICATED AMOUNT OF CUT AND FILL AS REQUIRED TO ACHIEVE MOST STRINGENT REQUIREMENT
3. PLACING REJECT FILL
FILL LIFTS NOT EXCEEDING 8 INCHES LOOSE LIFTS
MINIMUM AMOUNT OF REJECT FILL 24 INCHES
4. COMPACTION OF REJECT FILL
MOISTURE WITHIN 02 PERCENT BELOW TO 02 PERCENT ABOVE OPTIMUM MOISTURE CONTENT
COMPACTION 95 PERCENT MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 698
5. COMPACTION TESTING
ATTERBERG LIMITS ONE AT A RATE OF 5000 CUBIC YARDS
COMPACTION ONE TEST PER 2000 SQUARE FEET PER LIFT
MINIMUM OF 3 PER LIFT
6. THE SOILS ENGINEER SHALL BE THE OWNERS REPRESENTATIVE TO CONTROL THE PLACEMENT OF COMPACTED FILL. THE SOILS ENGINEER SHALL APPROVE THE SUBGRADE PREPARATION, THE FILL MATERIALS, THE METHOD OF PLACEMENT AND COMPACTION AND SHALL GIVE WRITTEN APPROVAL OF THE COMPLETE FILL
7. THE SOILS REPORT FOUNDATION INVESTIGATION # TO BE CONSIDERED A PART OF THESE PLANS AND SHALL BE COMPLIED WITH BY THE CONTRACTOR. ALL EARTHWORK AND GRADING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE FOUNDATION INVESTIGATION
8. IN THE EVENT FOUNDATION EXCAVATIONS ARE CARRIED TO A DEPTH GREATER THAN REQUIRED, THE ADDITIONAL DEPTH SHALL BE FILLED WITH THE SAME CONCRETE AS THAT USED FOR FOOTING AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CONTROLLED FILL WILL BE PERMITTED
9. THE FOOTING EXCAVATIONS SHALL BE KEPT FREE FROM LOOSE MATERIAL AND STANDING WATER
10. THE FOUNDATION EXCAVATIONS SHOULD BE OBSERVED BY THE SOILS ENGINEER PRIOR TO STEEL OR CONCRETE PLACEMENT TO ASSURE THAT THE FOUNDATION MATERIALS ARE CAPABLE OF SUPPORTING THE DESIGN LOADS AND ARE CONSISTENT WITH THE MATERIALS DISCUSSED IN THE REPORT
11. THIS IS ESPECIALLY IMPORTANT TO IDENTIFY THE EXISTENCE OF THE SUBGRADE OR FILL MATERIAL UNDER THE FOOTINGS NOT OR LOOSE SOIL ZONES ENCOUNTERED AT THE BOTTOM OF THE FOOTING OR BEAM EXCAVATIONS SHOULD BE REMOVED TO THE FULL DEPTH OF FOOTING SOIL AS DIRECTED BY THE GEOTECHNICAL ENGINEER CAVITIES FORMED AS A RESULT OF EXCAVATION OF SOFT OR LOOSE SOIL ZONES SHOULD BE BACKFILLED WITH LEAN CONCRETE OR SELECT FILL AS DETERMINED BY THE GEOTECHNICAL ENGINEER
12. CARE SHOULD BE TAKEN TO SHAPE THE BUILDING AREAS SUCH THAT WATER WILL NOT POND AROUND THE STRUCTURE DURING CONSTRUCTION AND FINAL GRADE THE NEAR SURFACE CLAYS TO SWELL. THE PROPOSED STRUCTURE SHALL BE ISOLATED FROM ANY MOISTURE SOURCE WHICH MIGHT ALSO CAUSE SWELLING OF THE CLAYS AFTER COMPLETION OF THE CONSTRUCTION
13. WHEN THE STRUCTURE IS COMPLETE, THE GROUND SURFACE SHOULD SLOPE AWAY FROM THE STRUCTURE AND DOWN SWALES SHOULD CARRY RUNOFF WATER SEVERAL FEET FROM THE BUILDING PREFERABLY INTO PAVED AREAS OR SEWERS BEFORE DISCHARGING
14. DO NOT PLANT OR LEAVE IN PLACE DEEP ROOTED TREES WITHIN PROXIMITY TO THE PERIMETER OF THE STRUCTURE. DEEP ROOTED TREES HAVE POTENTIAL TO REMOVE MOISTURE FROM BENEATH THE BUILDING IF PLANTED CLOSE ENOUGH TO ALLOW THE ROOT BULB TO EXTEND NEAR OR BENEATH THE BUILDING
15. AIR CONDITIONING CONDENSER DRAIN LINES TO DISCHARGE WATER A MINIMUM OF 5 FEET FROM THE PERIMETER OF THE STRUCTURE. THE DISCHARGE AREA SHALL HAVE SUFFICIENT SLOPE AWAY FROM THE STRUCTURE TO PREVENT STANDING WATER

## FOUNDATION NOTES

1. SEE SHEET S1 & S2 FOR GENERAL NOTES
2. SEE SHEET S2 & S3 FOR TYPICAL DETAILS
3. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY WORK. THE CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER BEFORE THE WORK HAS BEGUN
4. CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL FLOOR DRAINS (FD) WHETHER OR NOT THEY ARE NOTED ON THE STRUCTURAL DRAWINGS
5. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DIMENSIONS
6. REFER TO ARCHITECTURAL PLANS FOR FLOOR DRAINS
7. SLAB ON GRADE SHALL BE 5" THK W/ 6 AT W/ OC EACH WAY AT MID-DEPTH OF SLAB OVER 10 MIL STEGO WRAP OVER APPROVED COMPACTED FILL
8. FOR PLUMBING SCHEDULE SEE DETAIL
9. SLAB CONTRACTION JOINT SEE DETAIL
10. FOR TYPICAL DROP IN SLAB SEE DETAIL
11. PROVIDE THICKENED SLABS AT ALL LOAD WALLS

## FOUNDATION PLAN

SCALE: 1/8"=1'-0"

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DESIGN CONSULTING

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CITY OF HIDALGO, TEXAS

| NO. | ISSUED |
|---|---|
| 1 | |
| 2 | |
| 3 | |

PROJECT #: 06-761
ISSUED: 06-18-08
DRAWN BY: SJH
CHECKED BY: R.A.
FILE NAME: HIDALGO COUNTY FIRE STATION

SHEET
S4

CITY OF HIDALGO, TEXAS

HINOJOSA ENGINEERING

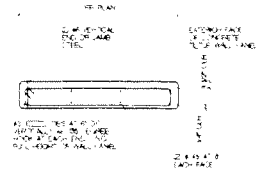
AGADC

AL COCER GARCIA ASSOCIATES DESIGN CONSULTING

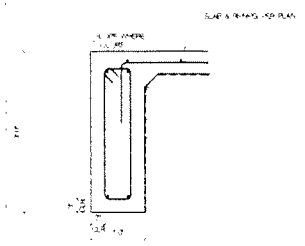
FRAMING NOTES

FRAMING PLAN

S5



TILT-UP PANEL SECTION @ WALL SEGMENTS LESS THAN 4'-0" 17



EXTERIOR GRADE BEAM 13

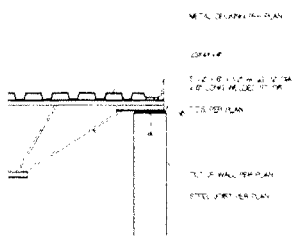
FOOTING SCHEDULE

| MARK | A | B | C | D | REINFORCING |
|---|---|---|---|---|---|
| 16 | 5'-0" | | | | 3-#5 |
| 15A | 5'-0" | | | | 2-#5 |
| 15 | 5'-0" | 2'-0" | 3'-0" | 1'-0" | |
| 14 | 2'-6" | | | | 3-#5 |

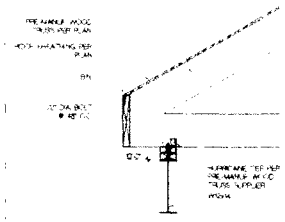
NOTES:

WIDENED BEAM FOOTINGS

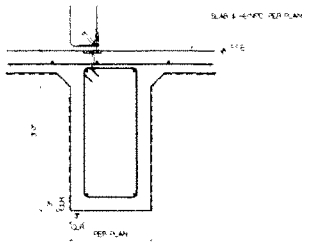
FOOTING SCHEDULE 9



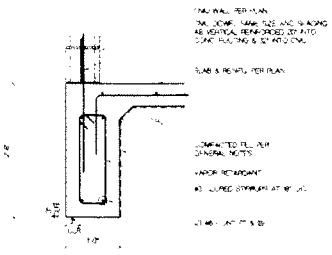
STEEL JOIST TO CMU 5



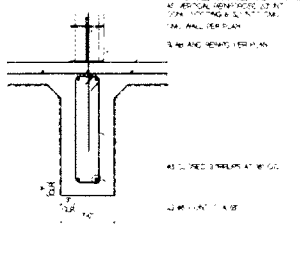
WOOD TRUSS TO STEEL BEAM 18



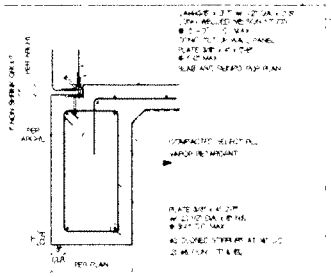
FOOTING AT BBQ PIT 14



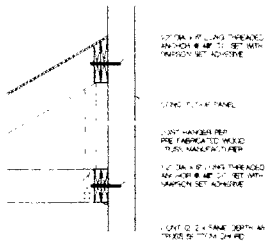
EXTERIOR GRADE BEAM 10



INTERIOR GRADE BEAM 6

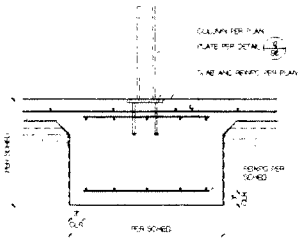


EXTERIOR GRADE BEAM 2



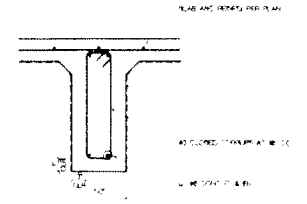
WOOD TRUSS TO TILT-UP PANEL 19

DETAIL NOT USED 15

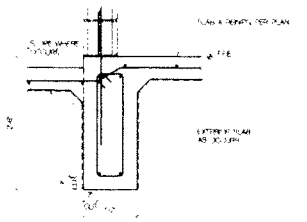


FOOTING AT STEEL COLUMN 11

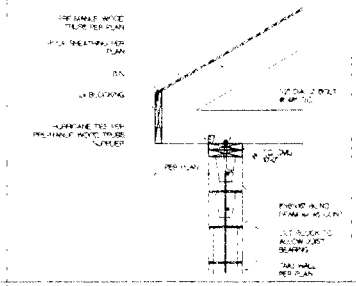
DETAIL NOT USED 7



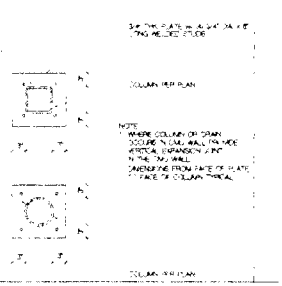
INTERIOR GRADE BEAM 3



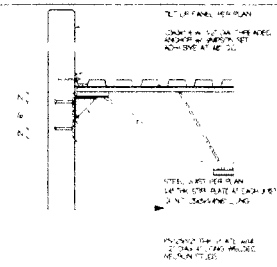
EXTERIOR GRADE BEAM 20



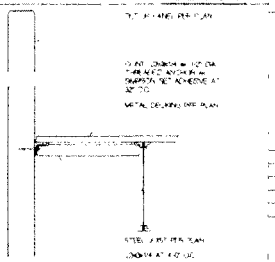
WOOD TRUSS TO CMU WALL 16



BASE PLATE 12



STEEL JOIST TO TILT-UP PANEL 8



STEEL JOIST TO TILT-UP PANEL 4

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S6

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

M1

MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

M2

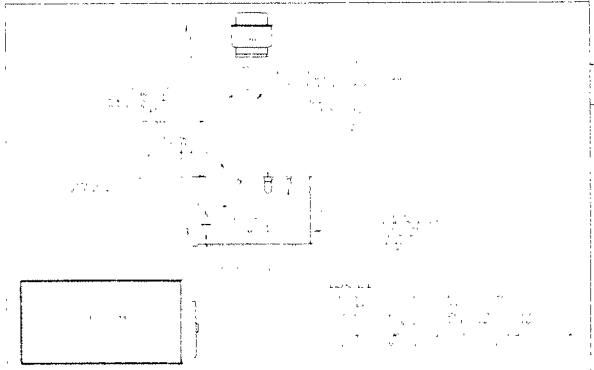
KITCHEN FAN SCHEDULE

KITCHEN HOOD SCHEDULE

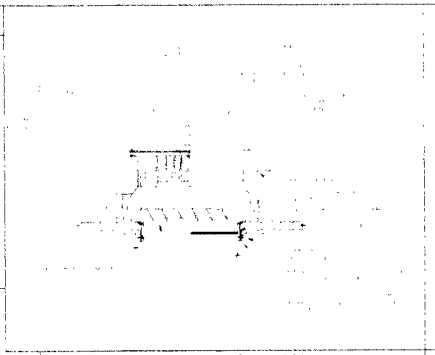
FAN SCHEDULE

MECHANICAL SYMBOL LEGEND

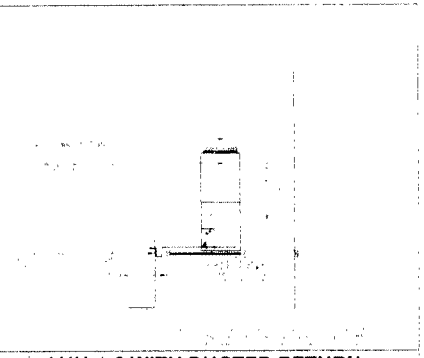
ENERGY CODE: GENERAL NOTES



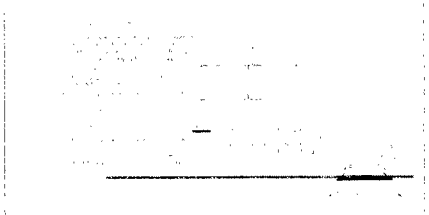
01 KITCHEN HOOD ELEVATION
NO SCALE



02 ROOF MTD. EXHAUST FAN
NO SCALE



03 AHU-1,2 WITH DUCTED RETURN
NO SCALE



04 DIFFUSER RUN OUT DETAIL
NO SCALE

05 REFRIGERANT PIPING DIAGRAM
NO SCALE

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# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

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DATE 09.10.08
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FILE NAME PCT 3 PAVILION
SHEET

M3

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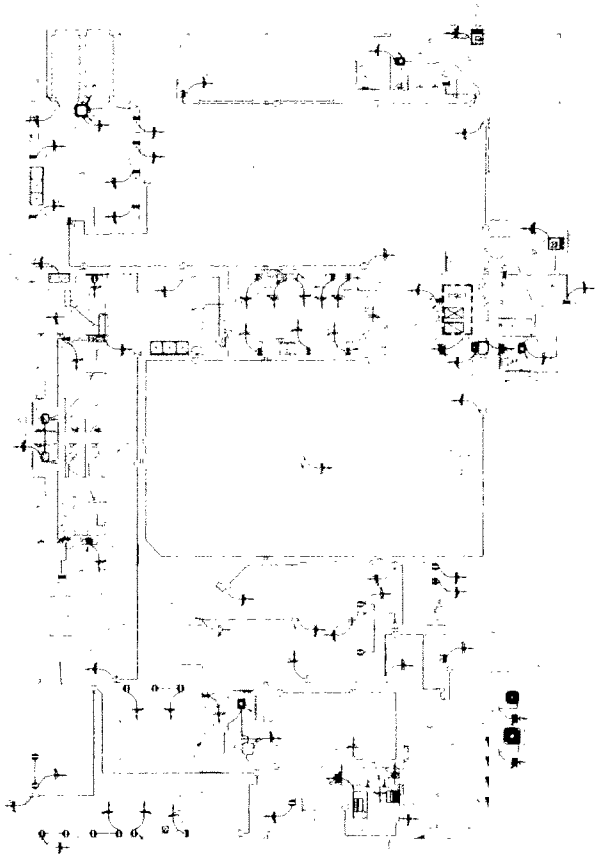
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

ES1

SITE PLAN ELECTRICAL

MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

E1

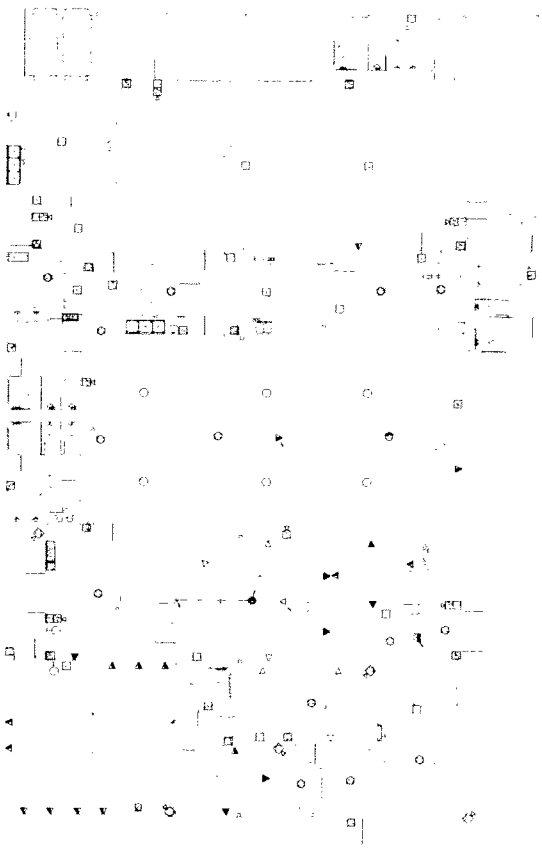


# MEETING HALL / PAVILION

## HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

E2



# MEETING HALL / PAVILION

## HIDALGO COUNTY PRECINCT 3

## HIDALGO COUNTY, TEXAS

E3

# ELECTRICAL LEGEND

LIGHTING:

| SYMBOL | DESCRIPTION | MNTG. HT. U.N.O. (SEE NOTE 1) |
|---|---|---|

SWITCHES:

| SYMBOL | DESCRIPTION | MNTG. HT. U.N.O. (SEE NOTE 1) |
|---|---|---|

OUTLETS:

| SYMBOL | DESCRIPTION | MNTG. HT. U.N.O. (SEE NOTE 1) |
|---|---|---|

FLOOR OUTLETS:

| SYMBOL | DESCRIPTION | MNTG. HT. U.N.O. (SEE NOTE 1) |
|---|---|---|

SPECIAL SYSTEMS:

| SYMBOL | DESCRIPTION | MNTG. HT. U.N.O. (SEE NOTE 1) |
|---|---|---|

GENERAL:

| SYMBOL | DESCRIPTION | MNTG. HT. U.N.O. (SEE NOTE 1) |
|---|---|---|

ELECTRICAL ABBREVIATIONS:

| ABB. | DESCRIPTION | ABB. | DESCRIPTION |
|---|---|---|---|

LIGHTING SCHEDULE

| MARK | VOLTAGE | TYPE | MANUFACTURER | CATALOG NO. | NOTES |
|---|---|---|---|---|---|

MULTI-PHASE EQUIPMENT SCHEDULE

ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

THE USE OF THIS DRAWING IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

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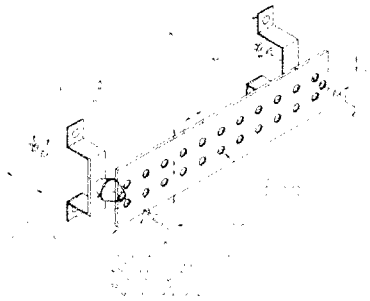
UNITECH ENGINEERING, INC.
520 N. WARE RD.
MCALLEN, TEXAS
(956) 428 - 1402

PROJECT: 07-24
DATE: 08/19/08
DRAWN BY:
CHECKED BY:
FILE NAME: PCT. 3 PAVILION

E4

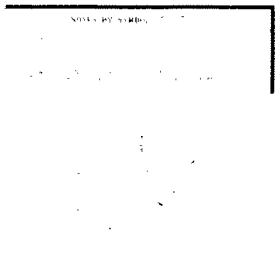
MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

E5

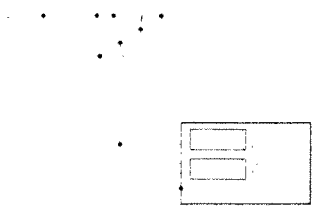


01 WALL MOUNTED SINGLE-POINT GROUND BAR DETAIL

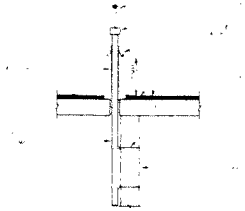
04 DETAIL BACK TO BACK OUTLETS



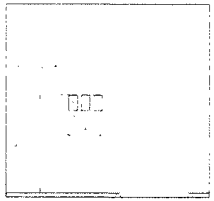
07 TYPICAL LAY-IN FIXTURE SUPPORT



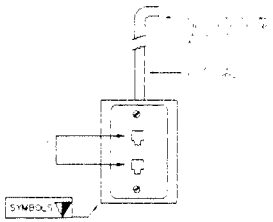
10 TYPICAL WIRING SCHEMATIC EMERGENCY LIGHTING



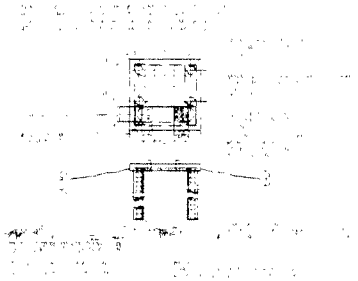
02 PHOTO ELECTRIC CELL MAST MOUNTING DETAIL



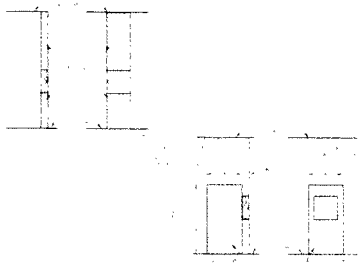
05 SWITCH PLATE LOCATION DETAIL




08 TELEPHONE/DATA OUTLET DETAIL

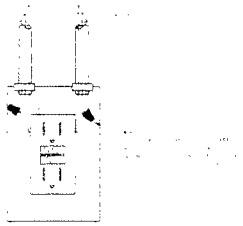


11 TRANSFORMER PAD

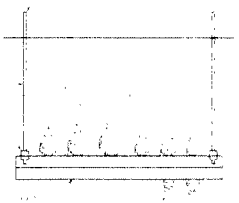


03 TYPICAL PANELBOARD REQUIRED CLEARANCE

06 DETAIL EXTERIOR LIGHTING



09 GFI RECEPTACLE- WIRING DIAGRAM



12 SUPPORT DETAIL FOR MULTIPLE CONDUIT HORIZONTAL RUNS

ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

THE USE OF THIS DRAWING IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THE WORK IS INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

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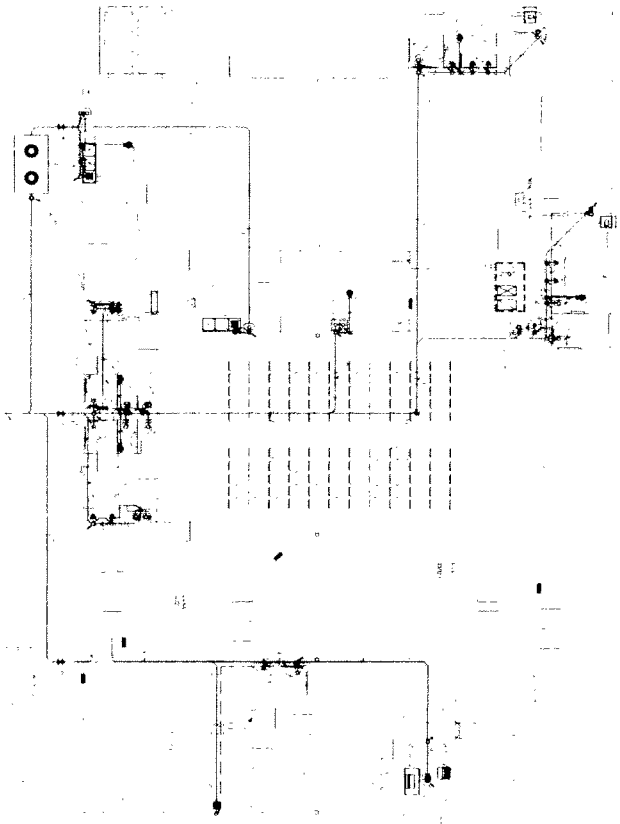
E6

# MEETING HALL / PAVILION
## HIDALGO COUNTY PRECINCT 3
## HIDALGO COUNTY, TEXAS

SCALE NONE

E7



P1

# MEETING HALL / PAVILION

## HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

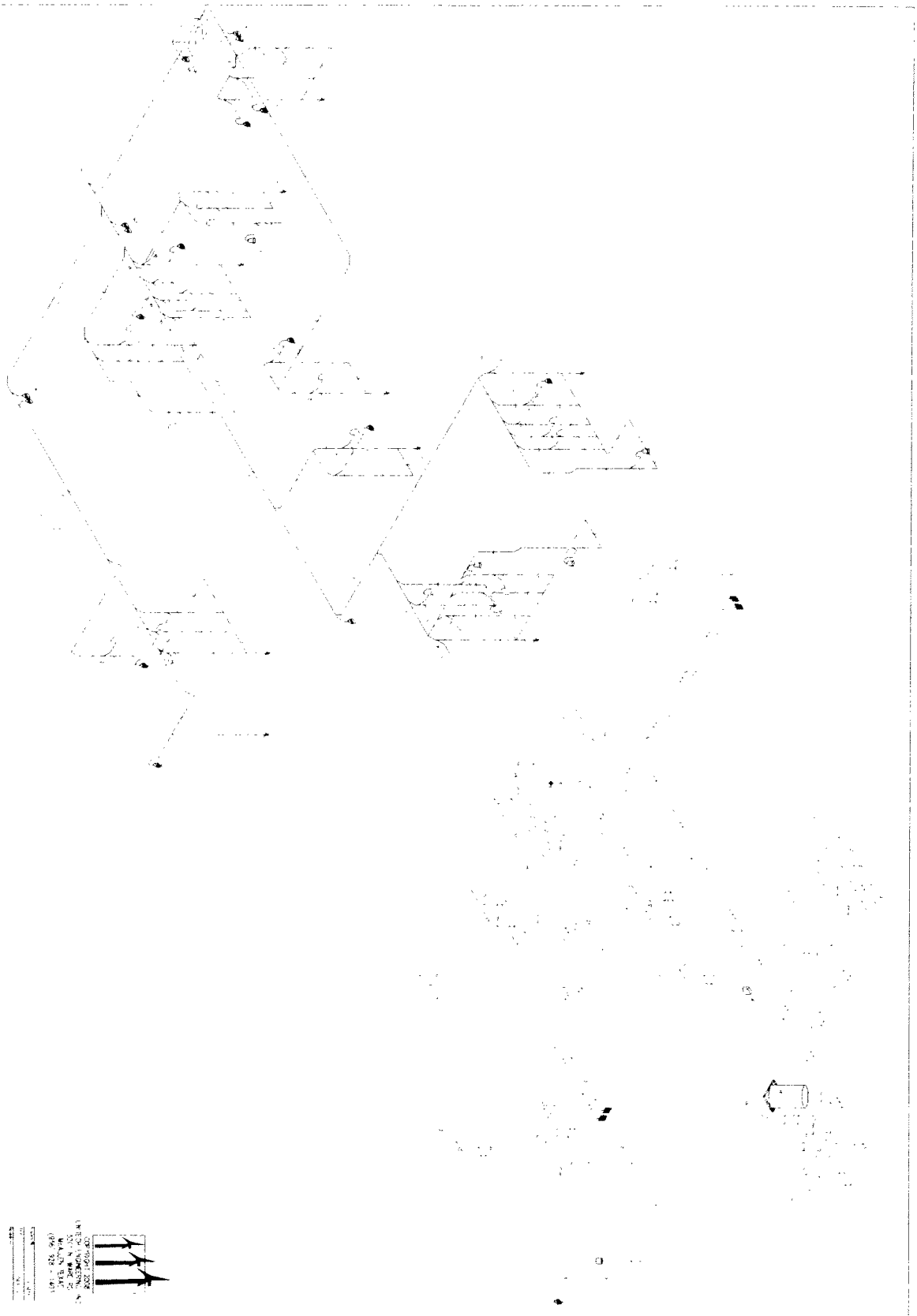
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

P2



P3

# MEETING HALL / PAVILION

## HIDALGO COUNTY PRECINCT 3

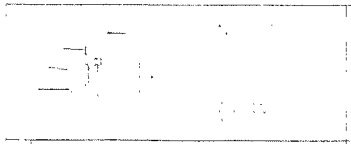
HIDALGO COUNTY, TEXAS

ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

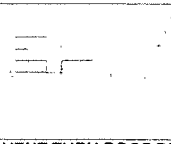
MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

P4

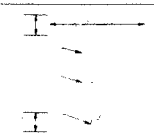
PLUMBING SYMBOL LEGEND



01 WATER SERVICE ENTRANCE DETAIL

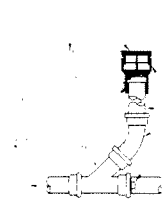


05 VENT THRU ROOF DETAIL



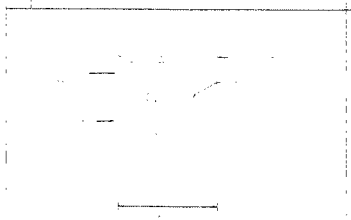
09 WATER HAMMER ARRESTOR DETAIL

02 TRAP SEAL PRIMER DETAIL

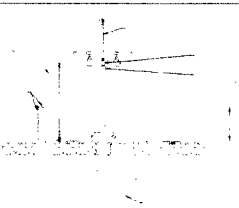


06 FLOOR CLEANOUT DETAIL

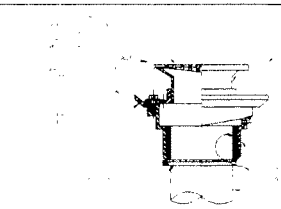
10 2-WAY YARD CLEANOUT DETAIL



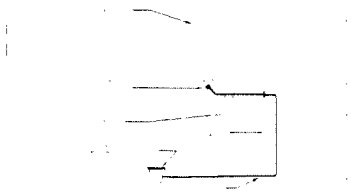
03 WALL HYDRANT DETAIL



07 MOP SINK DETAIL



11 FLOOR DRAIN FD-1 DETAIL



04 TRAP SEAL PRIMER INSTALLATION DETAIL

08 ADA WATER CLOSET DETAIL

ALLEN BARRERA ASSOCIATES
DESIGN CONSULTING
1331 [illegible] AVE.
MCALLEN, TEXAS [illegible]
PH: 956.618.2306
www.[illegible].com

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

# MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS

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ALLEN ENGINEERING, INC
520 N. MAIN ST.
MCALLEN, TEXAS
(956) 928 - 1400

| | |
|---|---|
| PROJECT # | 07-316 |
| DATE | 09.10.08 |
| DRAWN BY | |
| CHECKED BY | |
| FILE NAME | PCT 3 PAVILION |

**AI-12104** **19.E.1.**

**Request for Title Reports, Appraisals and possible acquisition**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Oscar Garza, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Purchasing only:** | Prct. 4 |

## Information

### CAPTION

Request for consideration, discussion and authorization to proceed with, including, but not limited to the follwoing:

(A) request title reports, appraisals and approval to negotiate possible acquisition;
(B) to enter into a license agreement with lot #12, of Kaylen Heights #3 with legal owner in the amount of $1,500.00

for Drainage Improvements Project #2008-446-DIP-4.

### BACKGROUND

Proposed agreement will allow storage of heavy duty equipment and materials used for project identified as "San Carlos Drainage Improvements Project" and improvements to Kaylen Heights #1, 2 and 3. Pct 4 will be leasing the land for $1,000 +/-; the other 500 is for title and surveying.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-036-0-339/441

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

### BUDGETARY IMPACT:

Funding pending approval of a $1,500.00 Budget Amendment (AI# 12195 CC 11/12/08).
Object Code-->339 $ 500.00
Object Code-->441 $1,000.00

## Attachments

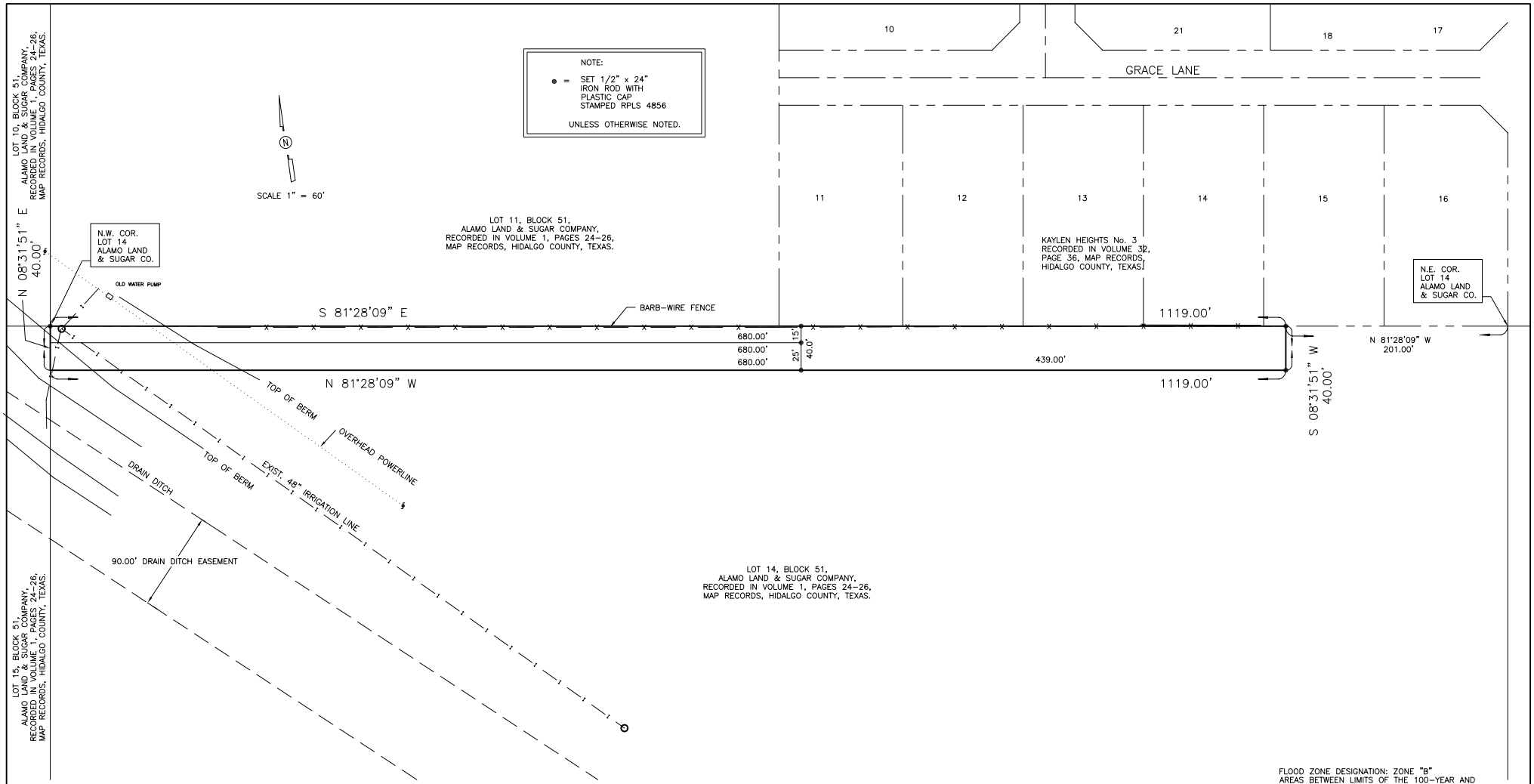
Link: 08-446

Link: 08-446

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 07:51 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 11/07/2008 08:55 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 11:25 AM | APRV |

| | | | |
|---|---|---|---|
| 4 | Purchasing Department Marty Salazar | 11/07/2008 11:34 AM | APRV |
| Form Started By: Oscar Garza | | Started On: 11/04/2008 04:14 PM | |
| Final Approval Date: 11/07/2008 | | | |




FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH KAYLEN HEIGHTS No. 3 RECORDED IN VOLUME 32, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

PLAT SHOWING

A 1.03 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER XXX, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 1 PAGES 24-26
SURVEYED OCTOBER 31, 2008
OWNER
ADDRESS
JOB No.
BOOK No. T-106 PAGE 19
F:\DATA\PROJECTS\C-HIDALGO COUNTY\PRECINCT4\DRAINAGE AREA RAUL SESIN\KAYLEN OFFSITE EASEMENT

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

STATE OF TEXAS §
§ LICENSE AGREEMENT
COUNTY OF HIDALGO §

THIS AGREEMENT is made this ___ day of November, 2008 by and between _____ its duly authorized owners, whose address is _____, Texas hereinafter called **Licensor**, and the Hidalgo County, acting by and through the Hidalgo County Commissioners Court, whose address is _____, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensors are the owners of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing drainage construction materials, equipment, vehicles, backhoes, water pumps, and spoil on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of the sum of _____ and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.

2. The right and privilege to terminate this agreement by either party by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.

3. Licensee shall be solely responsible for restoring the land to it's original stage and any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

Licensor:

Licensee:
County of Hidalgo

BY: _____
Norma Mijares

by: _____

BY: _____
Geraldo Mijares

**ACKNOWLEDGMENT**

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2008.

_____
Notary Public, State of Texas

**ACKNOWLEDGMENT**

THE STATE OF TEXAS

COUNTY OF HIDALGO

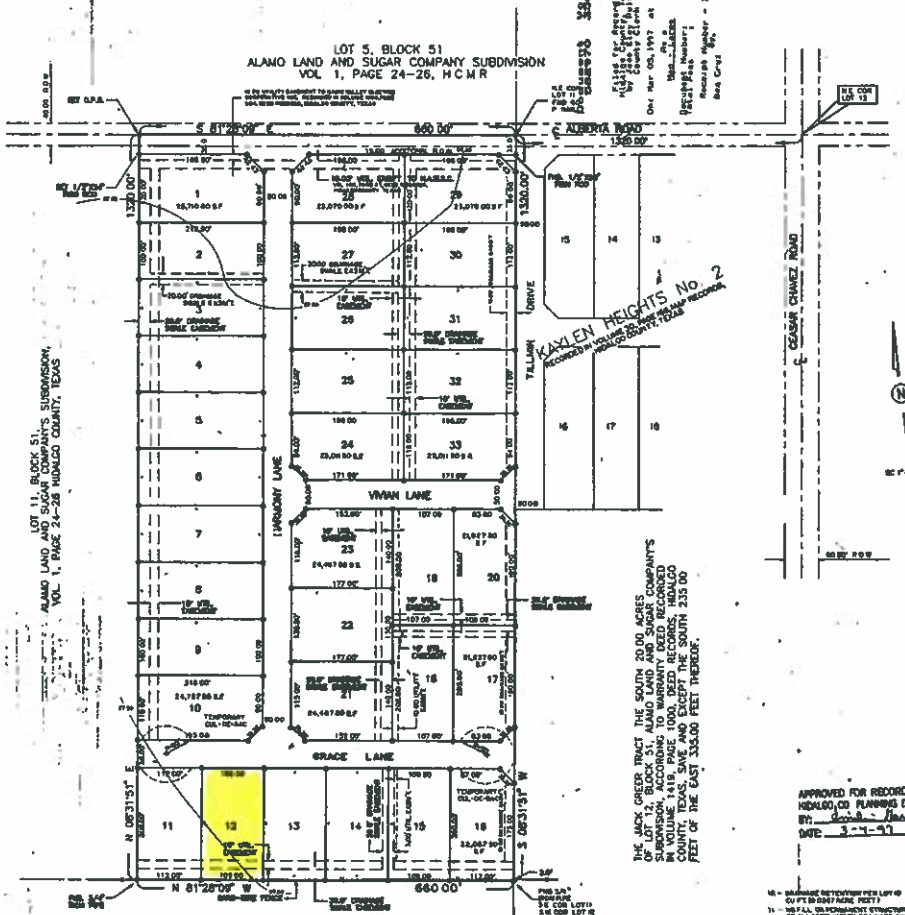
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Norma Mijares and Geraldo Mijares, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

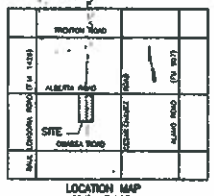
Given under my hand and seal of office, this _____ day of _____, 2008.

_____
Notary Public, State of Texas

# KAYLEN HEIGHTS NO. 3

BEING A SUBDIVISION OF THE EAST 20.00 ACRES OF LOT 11, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.




SEWERAGE SYSTEM: A. SEPTIC TANK SYSTEM FOR DISPOSAL OF DOMESTIC SEWERAGE. B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT AREA WITH POTABLE WATER SUPPLY. C. PRIOR DEVELOPMENT AND APPROVAL OF WASTEWATER COLLECTION AND TREATMENT SYSTEM HAS BEEN OBTAINED. D. WRITTEN AGREEMENT TO CONNECT TO EXISTING WASTEWATER TREATMENT SYSTEM HAS NOT BEEN OBTAINED. E. PERCOLATION TESTS HAVE BEEN SUBMITTED TO HIDALGO COUNTY HEALTH DEPARTMENT AND MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.

POTABLE WATER SOURCE: NORTH ALAMO WATER SUPPLY CORPORATION IS THE PROVIDER OF POTABLE WATER. LETTER OF APPROVAL FROM THE WATER SUPPLIER IS SATISFACTORY TO ME. SIGNED BY CHARLES ENGWALL, ASSISTANT MANAGER/GENERAL MANAGER TO THE HIDALGO COUNTY COMMISSIONER'S COURT IN CARE OF MR. CARLO GARCIA, COUNTY PLANNER.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE KAYLEN HEIGHTS NO. 3 SUBDIVISION TO THE COUNTY OF HIDALGO, (SUBD) HAVE HEREBY (HAS) DEDICATED TO PUBLIC USE, FOREVER, THE STREETS AND ALLEYS, PARKS WHERE CORPSES EASEMENTS, DRAINS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BOB A. CASTON

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB A. CASTON KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF June, 19 97.

SUSAN J. HEADLEY NOTARY PUBLIC

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, ON THIS THE 5th DAY OF September, 1997.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 2 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 2 GENERAL MANAGER.

SECRETARY — PRESIDENT

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

12/3/97
DATE — CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHICH MY APPROVAL IS REQUIRED.

CITY SECRETARY — MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO

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

JACK A. HEADLEY
R.P.L.S. NO. 4564

STATE OF TEXAS
COUNTY OF HIDALGO

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

MANUEL M. QUINTANILLA
LICENSED ENGINEER
P.E. No. 64548
6-19-96

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
BY: Jose A. Flores
DATE: 3-11-97

APPROVED:
Thomas Walker 2-24-97

COMMISSIONERS' COURT
This the 4th day of March A.D. 19 97
JOSE D. LUNA & W. Clark
HON. Antonio Rodriguez COUNTY JUDGE
By Diana Ruthmann DEPUTY

CHECKED BY: [signature]
12/25/97

Recorded in Volume 32 Page 36 of the map records of Hidalgo County, Texas
Weldon and Hunt, Inc.

NOTES:

1 - FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. C.P.N. 480334 0425C MAP REVISED: NOV 16, 1982

2 - ONE SINGLE FAMILY DWELLING PER LOT

3 - MINIMUM FINISH FLOOR ELEVATION 18" ABOVE TOP OF CURB (HIGHEST POINT OF LOT)

4 - LEGEND ● = DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED

5 - THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

6 - MINIMUM BUILDING SETBACK LINES
FRONT 25.00'
REAR 20% OF LOT DEPTH NOT TO EXCEED 40.00'
SIDE 6.00'
SIDE ABBURING STREET 15.00'

7 - NO ACCESS SHALL BE ALLOWED TO ALBERTA ROAD FOR LOTS 1, 28, 29

8 - BEARING BASIS: GPS TO C.F.E. ELECTRIC POLE 0.6' WEST OF CENTERLINE OF TURNOUT LANE, 60' ON THE SOUTH R.O.W. LINE OF ALBERTA ROAD

9 - LOT OWNERS WILL BE ASSESSED FOR PAVING IMPROVEMENTS ON ALBERTA ROAD

10 - DRAINAGE RETENTION PER LOT 10 LYING 97' OUT OF 20.0347 ACRE TRACT

11 - NO FILL OR ENCROACHMENT (STRUCTURES) SHALL BE ALLOWED WITHIN DRAINAGE DITCH EASEMENT AND LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS DITCH.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBBS ST., EDINBURG, TEXAS 78539 PH (210) 381-8480

DRAWN MAY 17, 1996 AS.

**AI-12191** **19.E.2.**

**Pct 4-WA#1-"San Carlos Drainage Improvements"-Professiona Surveying Services-QHA-C-08-433-11-04**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Letty Saenz, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Prct. 4 |

## Information

### CAPTION

Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $ 99,095.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. to provide "surveying services" in connection with Contract No. C-08-433-11-04 - "PAVED/UN-PAVED ROAD CONSTRUCTION/DRAINAGE PROJECTS" (on an as needed basis) for (SAN CARLOS DRAINAGE IMPROVEMENTS) within Hidalgo County Precinct No. 4

### BACKGROUND

WORK AUTHORIZATION NO. 1-QUINTANILLA, HEADLEY & ASSOCIATES, INC.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733

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

### BUDGETARY IMPACT:

Funding pending approval of a Budget Amendment to Object Code 733 for $99,095.00 (AI# 12195 CC 11/12/08).

## Attachments

Link: WA#1-QHA

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 10:57 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 11:05 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 11/07/2008 02:53 PM | APRV |
| 4 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Letty Saenz Started On: 11/06/2008 04:44 PM

Final Approval Date: 11/07/2008

# HIDALGO COUNTY

## Professional Surveying Services
## Contract # C-08-433-11-04
## Work Authorization Form

# WORK AUTHORIZATION No. 1

**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, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Surveyor".**

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Surveyor** to provide surveying for: **"San Carlos Drainage Improvements Project" - Alamo Brisas Subdivision and The Stables Subdivision, Alamo Acres Subdivision, Alternate discharge for Alamo Acres Subdivision, F.M. 2812 & F.M. 493, Damian Acres, Diana Estates, Kaylen Heights No.2 and No.3, Owassa Acres Subdivision, Owasssa Road between Alamo Road and Cesar Chavez Road, Tower Road between Alberta Road and Trenton Road, Trenton Road and Alamo Road, Tex-Mex Road and S.H. 107, Alberta Road and "I" Road, Hoehn Subdivision, Holmes Road, Right of way easement parcels..**

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 **$ 99,095.00**. 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 4** of the Agreement.

**PART 4. FUNDING**

This Work Authorization shall be funded through funding source:
Account No. **8-1204-431-00-124-036-0-733**
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 scope of work.**

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No.4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 1.**

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 4**

**BY:** _____
**Oscar L. Garza, Jr., 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:**
**QUINTANILLA, HEADLEY & ASSOCIATES, INC.**

_____
Alfonso Quintanilla, P.E., R.P.L.S.

**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 Owner |
| ATTACHMENT "B" - | Service to be Provided by the Surveyor |
| ATTACHMENT "C" - | Work Schedule |
| ATTACHMENT "D" - | Surveyor's Hourly Rates/Fees |
| ATTACHMENT "E" - | Fee Breakdown |

# EXHIBIT "A"

## Hidalgo County Precinct No. 4
## Paved/Unpaved County Roads
## PROFESSIONAL SURVEYING SERVICES
## Contract No. C-08-433-11-04

# Work Authorization No. 1

**San Carlos Drainage Improvements Project:**

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels

## Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the Surveyor.
(3) Provide any available relevant data on file concerning the project.

# EXHIBIT "B"

## Hidalgo County Precinct No. 4
## Paved/Unpaved County Roads
## PROFESSIONAL SURVEYING SERVICES
## Contract No. C-08-433-11-04

# Work Authorization No. 1

### San Carlos Drainage Improvements Project:

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels

## Scope of services to be provided by the Surveyor

(1) Control surveying.

(2) Topographic surveying to locate all structures, driveways, roadways, fences, trees; road ditch elevations, pavement elevations, ground elevations, drain ditch cross sections.

(3) Establish horizontal and vertical control for construction staking.

(4) Prepare cut sheets.

(5) Parcel plats for right of way acquisition. Prepare boundary survey and a metes and bounds description.

# EXHIBIT "C"

## Work Schedule

## Hidalgo County Precinct No. 4
## Paved/Unpaved County Roads
## PROFESSIONAL SURVEYING SERVICES
## Contract No. C-08-433-11-04

# Work Authorization No. 1

**San Carlos Drainage Improvements Project:**

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels

The Surveyor shall provide the deliverables for this work authorization 90 days after the notice to proceed.

# EXHIBIT "D"

## Surveyor's Hourly Rates

## Hidalgo County Precinct No. 4
## Paved/Unpaved County Roads
## PROFESSIONAL SURVEYING SERVICES
## Contract No. C-08-433-11-04

## Work Authorization No. 1

**San Carlos Drainage Improvements Project:**

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels

| | | |
|---|---|---|
| A. | Registered Professional Land Surveyor | $ 150.00 |
| B. | Three Man Survey Crew | $ 125.00 |
| C. | Computer Technician | $ 85.00 |
| D. | Administrative | $ 60.00 |
| E. | Research | $ 50.00 |

# EXHIBIT "E"
## Fee Breakdown

## Hidalgo County Precinct No.4
## Paved/Unpaved Roads
## PROFESSIONAL SURVEYING SERVICES
## Contract No. C-08-433-11-04

## Work Authorization No.1

**San Carlos Drainage Improvements Project:**

| | | | |
|---|---|---|---|
| 1. | Alamo Brisas Subdivision and The Stables Subdivision | - | $ 8,800.00 |
| 2. | Alamo Acres Subdivision | - | $ 1,800.00 |
| 3. | Alternate discharge for Alamo Acres Subdivision | - | $ 2,000.00 |
| 4. | F.M. 2812 & F.M. 493 | - | $ 4,800.00 |
| 5. | Damian Acres Phase I and Phase II | - | $ 2,400.00 |
| 6. | Diana Estates | - | $ 1,350.00 |
| 7. | Kaylen Heights No.2 and No.3 | - | $ 5,100.00 |
| 8. | Owassa Acres Subdivision | - | $ 2,250.00 |
| 9. | Owassa Road between Alamo Road and Cesar Chavez Road | - | $ 6,600.00 |
| 10. | Tower Road between Alberta Road and Trenton Road | - | $10,300.00 |
| 11. | Trenton Road and Alamo Road | - | $ 9,145.00 |
| 12. | Tex-Mex Road and S.H. 107 | - | $ 5,150.00 |
| 13. | Alberta Road and "I" Road | - | $ 7,500.00 |
| 14. | Hoehn Subdivision | - | $12,900.00 |
| 15. | Holmes Road | - | $ 4,000.00 |
| 16. | Right of Way Easement Parcels 10 (Estimated) @ $ 1,500.00 ea | - | $15,000.00 |
| | Total = | - | $99,095.00 |

**AI-12177** **19.F.1.**

**Retrofit to mechanic shop located 317 N. Closner Edinburg, TX**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Moises Salazar, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |

**Agenda Category:** Purchasing Department **Purchasing only:** Buildings & Grounds

## Information

### CAPTION

Presentation for discussion, consideration and approval to award proposal received (through Hidalgo County's membership/participation with state, cooperative purchasing programs or interlocal awarded jobs or construction services vendors) from Clean Air Solutions for the provision of labor, materials and related accessories, to include but not limited to Retrofit to Mechanic Shop for use of Elections Department in an amount not to exceed $240,000.00 under project #2008-300-11-06-MSS.

### BACKGROUND

Approval of proposed project will allow occupancy for elections department staff; to include but not limited to any other appurtenances as i.e. storage, classrooms, staff offices, maintenance of electoral equipment etc.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-414-00-220-035-0-452

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

**BUDGETARY IMPACT:**

Funding Pending Approval of AI-12197

Available Balance as of 11/07/08 $155,656.00
CC 11-12-08 AI-12197 $85,000.00
Total $240,656.00

## Attachments

Link: 08-300

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 03:38 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 11/07/2008 10:34 AM | APRV |
| 3 | Auditor's Office | Monica Badillo | 11/07/2008 11:38 AM | APRV |
| 4 | Purchasing Department | Monica Badillo | 11/07/2008 11:39 AM | APRV |
| 5 | Budget & Management | Veronica Lopez | 11/07/2008 11:41 AM | APRV |

| | | | |
|---|---|---|---|
| 6 | Rolando Flores | 11/07/2008 04:47 PM | NEW |
| Form Started By: Moises Salazar | | Started On: 11/06/2008 01:31 PM | |
| Final Approval Date: 11/07/2008 | | | |

# EXHIBIT "B"

## BID PAGE

### HIDALGO COUNTY-ELECTIONS DEPARTMENT

"Retrofit to County owned building Mechanic Shop located at 317 N. Closner Edinburg, Tx "

### BID # 08-300-11-06-MSS

**SCOPE OF WORK DESCRIPTION:**

**Construction consists of renovations and/or repairs to "Retrofit to County owned building Mechanic Shop located at 317 N. Closner Edinburg, Tx " to various locations as described in Exhibit "A" and Attachments as provided to include but not limited to permits, labor, materials, equipment and any other appurtenances as needed to comply with ADA requirements and the renovation of any and all materials needed to complete project.**

---

**BID PRICE:** $ 240,000.00

**BIDDER/COMPANY NAME:** CAS Companies, LP

**ADDRESS:** 111 Brand Lane

**CITY/STATE/ZIP CODE:** Stafford, TX 77477

**PHONE & FAX NO.'S:** Ofc: 281-499-4747 Fax: 281-499-6655

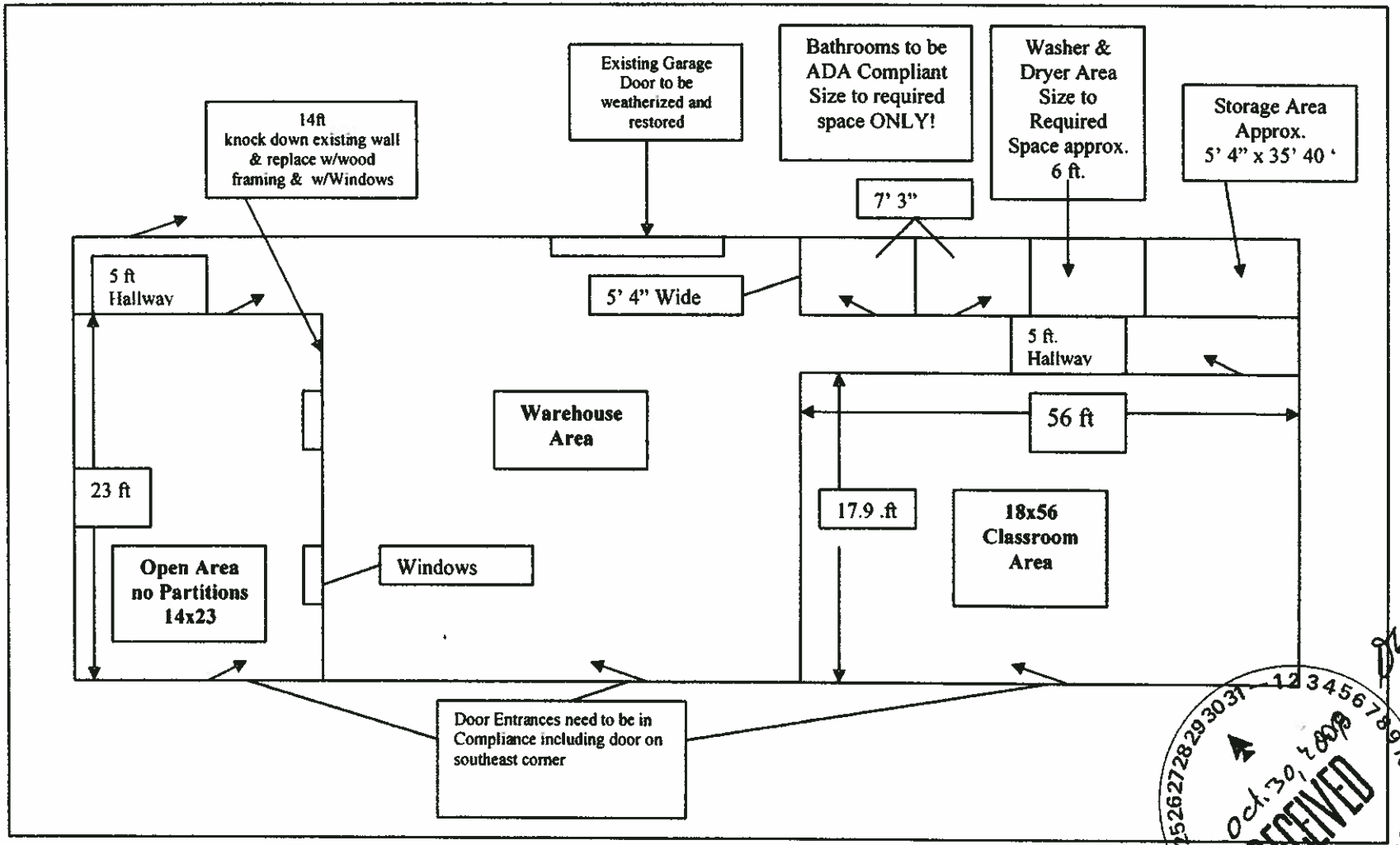
**CELLULAR & BEEPER NO.'S:** 713-907-8600

**AUTHORIZED SIGNATURE:** Bill Bowlin

**PRINTED NAME:** Bill Bowlin

**TITLE:** Managing Partner

Attachment 02 (6)




**DATE:** October 30, 2008 **APPROVE:** VR **DISAPPROVE:** _____

with stairs for added storage above VR

FAX - 292-7612

**AI-11956** **19.G.1.**

**Computer Purchase**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Matilde Faz, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Tax Office |

## Information

### CAPTION

A. Requesting exception from "Order" approved designating 10-17-08 as deadline for major purchases for the Tax Office for the purchase of computer equipment, software and/or peripherals with assurances by the Tax office and vendor that all requested goods and/or services will be received prior to 12-31-08;
B. Presentation for discussion, consideration, acceptance and approval of a proposal received from Dell Marketing L. P. though the County's participation/membership with (DIR) Department of Information Resource contract #DIR-SDD-192 requisition #141990 in the amount not to exceed $17,666.40

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81100415151400010

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

**BUDGETARY IMPACT:**

Obj. Code 665
Obj. Code 667

Req # 141990

Funding pending approval of AI 12170

## Attachments

Link: Computers Purchase

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 10/30/2008 10:20 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 10/30/2008 10:34 AM | APRV |
| 3 | Erika Reyna | Erika Reyna | 10/30/2008 01:48 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 10/31/2008 07:27 AM | APRV |
| 5 | Dina Trevino | Dina Trevino | 10/31/2008 01:32 PM | APRV |
| 6 | Erika Reyna | Erika Reyna | 11/07/2008 10:04 AM | APRV |

| | | | | |
|---|---|---|---|---|
| 7 | Court Administrator | Monica Badillo | 11/07/2008 03:25 PM | APRV |

Form Started By: Matilde Faz Started On: 10/28/2008 03:21 PM

Final Approval Date: 11/07/2008

# Requisition

Req # 00141990

PO #

Date: 10/21/08

Regular #19536 10/4/08

**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:** TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

**Contact:** **TAX COLLECTION**
**956-289-7472**

**Contract No:**

**Special Instructions:**
C-248

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-SDD-192<br>DO NOT DUPLICATE ORDER | | |
| 15.00 | EACH | BASE UNIT: OPTI-360, DESKTOP BASE (224-0473 | 849.54 | 12,743.10 |
| .00 | EACH | PROCESSOR: DUAL CORE E2220/2.40GJZ.1M 800FSB (3121-9074) | .00 | .00 |
| .00 | EACH | MEMORY: 1.0GB,NON-ECC,800MHZ DDR2 1X1GB,OPTIPLEX 360 (311-9081 | .00 | .00 |
| .00 | EACH | KEYBOARD PALMREST FOR ENTRY KEYBOARD BLACKDELL OPTIPLEX (310-7993) | .00 | .00 |
| .00 | EACH | KEYBOARD: DELL USB KEYBOARD NO HOT KEYS ENGLISH BLACK OPTIPLEX (330-1987) | .00 | .00 |
| .00 | EACH | MONITOR: DELL ULTRASHARP 1908FPFLAT OANEL WITH HEIGHT ADJUSTABLE STAND 19.0 INCH VIS, OPTIPLEX PRECISION AND LATITUDE (320-5292) | .00 | .00 |
| 1.00 | EACH | VIDEO CARD: INTREGRATED VIDEO GMA3100 DELL OPTIPLEX 330 (320-5766) | .00 | .00 |
| .00 | EACH | HARD DRIVE: 80GB SATA, 7200 RPM HARD DRIVE WITH DATA BURST CACHE DELL OPTIPLEX 745 ABD 330 (341-2961) | .00 | .00 |
| .00 | EACH | FLOPPY DISK: NO FLOPPY DRIVE WITH OPTICAL FILLER PANEL DELL OPTIPLEX 320 ANBD 330 DESKTOP (341-3838) | .00 | .00 |
| .00 | EACH | OPERATING SYSTEM: WINDOWS XP PRO SP3 WITH WINDOWS VISTA BUS LICENSE ENGLISH, DELL OPTIPLEX (420-9570) | .00 | .00 |
| .00 | EACH | OPERATING SYSTEM: VISTA BASIC DOWNGRADE RELATIONSHIP DESKTOP (310-9162) | .00 | .00 |
| .00 | EACH | MOUSE: DELL USB 2 BUTTON OPTICAL MOUSE WITH SCROLL BLACK OPTIPLEX (330-2733) | .00 | .00 |
| .00 | EACH | CD-ROM OR DVD-ROM DR 48X32 CDRW/DVD COMBO DELL OPTIPLEX 330 DESKTOP OR MINITOWER (313-5550) | .00 | .00 |
| .00 | EACH | CD-ROM DVD-ROM DRIVE CYBERLINK POWER DVD 8.0 NO MEDIA DELL OPTIPLEX (420-8847) | .00 | .00 |
| .00 | EACH | DC-ROM OR DVD-ROM DR COMPACK DISKETTE FOR CYBERLINK POWER DVD 8.0 DELL OPTIPLEX (420-8830) | .00 | .00 |
| .00 | EACH | cd-rom-or dvd-rom dr ROXIO CREATOR DELL EDIDION 9.0 DELL OPTIPLEX (420-7963) | .00 | .00 |
| .00 | EACH | SOUND CARD: OPTI 360 HEAT SINK, DESKTOP (330-2080) | .00 | .00 |
| .00 | EACH | SPEAKERS: NO SPEAKER, OPTIPLEX (313-4825) | .00 | .00 |
| 1.00 | EACH | CABLE: OPTIPLEX 360 DESKTOP CHASSIS WITH STANDARD POWER SUPPLY (330-2078) | .00 | .00 |
| .00 | EACH | DOCUMENTATION DISKET DOUCMENTATION, ENGLISH DELL OPTIPLEX (330-1710) | .00 | .00 |
| .00 | EACH | DOCUMENTATION DISKET POWER CORD, 125V 2M C13 DEKK OPTIPLEX (330-1711) | .00 | .00 |

**Authorized By:** _____

# Requisition

Req # 00141990

PO #

Date: 10/21/08

**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:** TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

**Contact:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| .00 | EACH | FACTORY NSTALLLED ST ENERGY SMART SETTINGS DELL OPTIPLEX (310-8344) | .00 | .00 |
| .00 | EACH | FEATURE: RESOURCE DVD CONTAINS DIAGNOSTICS AND DRIVERS FOR DELL OPTIPLEX 360 VISTA (330-1189) | .00 | .00 |
| .00 | EACH | SERVICE: BASIC SUPPORT: NEXT BUSINESS DAY PARTS AND LABOR ONSITE RESPONSE 2 YEAR EXTENDED (990-7672) | .00 | .00 |
| .00 | EACH | SERVICE: BASIC SUPPORT: NEXT BUS DAY PARTS AND LABOR ONSITE RESPONSE INITIAL YEAR (990-9710) | .00 | .00 |
| .00 | EACH | SERVICE: DELL HARDWARE LIMITED WARRANTY PLUS ONSITE SERVI CE ESTENDED YEAR(S) (992-1818) | .00 | .00 |
| .00 | EACH | INSTALLATION: STANDARD ON-SITE INSTALLATION DECLINED (900-9987) | .00 | .00 |
| .00 | EACH | MISC: READYWARE INSTALLATION FEE (365-1234) | .00 | .00 |
| .00 | EACH | MNISC: MOUSE PAD (310-3559) | .00 | .00 |
| .00 | EACH | MISC. SHIPPING MATERIAL FOR SYSTEM NEO DESKTOP DELL OPTIPLEX 360 DESKTOP DELL OPTIPLEX (330-1187) | .00 | .00 |
| .00 | EACH | MISC: SHIPPING MATERIAL FOR SYSTEM NEO DESKTOP DELL OPTIPLEX 360 DESKTOP (330-1187) | .00 | .00 |
| 15.00 | EACH | SOFTWARE AND ACCESSORIES - PERFORMANCE SURGEARREST 11OUT NEMA 8FT CORD 120V (A1741023) | 35.19 | 527.85 |
| 15.00 | EACH | OFFICE SMALL BISNESS 2007 ENG OLP NL LOCL GOV'T (A0767043) | 293.03 | 4,395.45 |
| .00 | EACH | THESE COMPUTERS ARE FOR THE TAX-COLLECTIONS DEPT AT 2804 S BUS HWY 281 | .00 | .00 |
| | | Account No | Encumbrance | |
| | | 8-1100-415-15-140-001-0-745 | 17,666.40 | |
| | | | Freight | .00 |
| | | | Total | 17,666.40 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

Reqt 141990

Auto



# DELL

Attn: Nate

## QUOTATION

mary - please order asap TC

**QUOTE #:** 455243686
**Customer #:** 27957357
**Contract #:** 9913578
**CustomerAgreement #:** DIR-SDD-192
**Quote Date:** 10/20/08
**Customer Name:** COUNTY OF HIDALGO TAX OFFICE

OCT 29 2008 4:15 PM

**Date:** 10/20/08 5:49:22 PM

| | | | |
|---|---|---|---|
| TOTAL QUOTE AMOUNT: | $17,666.40 | | |
| **Product Subtotal:** | **$17,666.40** | | |
| **Tax:** | **$0.00** | | |
| **Shipping & Handling:** | **$0.00** | | |
| **Shipping Method:** | **Ground** | **Total Number of System Groups:** | **1** |

| GROUP: 1 | QUANTITY: 15 | SYSTEM PRICE: $849.54 | GROUP TOTAL: $12,743.10 |
|---|---|---|---|
| | | | |
| Base Unit: | Opti 360, Desktop Base (224-0473) | | |
| Processor: | Dual Core E2220/ 2.40GHz, 1M 800FSB (311-9074) | | |
| Memory: | 1.0GB,Non-ECC,800MHz DDR2 1x1GB,OptiPlex 360 (311-9081) | | |
| Keyboard: | Palmrest for Entry Keyboard Black,Dell OptiPlex (310-7993) | | |
| Keyboard: | Dell USB Keyboard,No Hot Keys English,Black,Optiplex (330-1987) | | |
| Monitor: | Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand,19.0 Inch VIS,OptiPlex Precision and Latitude (320-5292) | | |
| Video Card: | Integrated Video,GMA3100,Dell OptiPlex 330 (320-5766) | | |
| Hard Drive: | 80GB SATA, 7200 RPM Hard Drivewith Data Burst Cache,Dell OptiPlex 745 and 330 (341-2961) | | |
| Floppy Disk Drive: | No Floppy Drive with Optical Filler Panel,Dell OptiPlex 320and 330 Desktop (341-3838) | | |
| Operating System: | Windows XP PRO SP3 with Windows Vista Business LicenseEnglish,Dell Optiplex (420-9570) | | |
| Operating System: | Vista Basic Downgrade Relationship Desktop (310-9162) | | |
| Mouse: | Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733) | | |
| CD-ROM or DVD-ROM Drive: | 48X32 CDRW/DVD Combo,Dell OptiPlex 330 Desktop or Minitower (313-5550) | | |
| CD-ROM or DVD-ROM Drive: | Cyberlink Power DVD 8.0,No Media,Dell OptiPlex (420-8847) | | |
| CD-ROM or DVD-ROM Drive: | Compact Diskette for CyberlinkPower DVD 8.0,Dell OptiPlex (420-8830) | | |
| CD-ROM or DVD-ROM Drive: | Roxio Creator Dell Edidion,9.0Dell OptiPlex (420-7963) | | |
| Sound Card: | Opti 360 Heat Sink, Desktop (330-2080) | | |
| Speakers: | No Speaker, OptiPlex (313-4825) | | |
| Cable: | OptiPlex 360 Desktop Chassis with Standard Power Supply (330-2078) | | |
| Documentation Diskette: | Documentation,English,Dell OptiPlex (330-1710) | | |
| Documentation Diskette: | Power Cord,125V,2M,C13,Dell OptiPlex (330-1711) | | |
| Factory Installed Software: | Energy Smart Settings,Dell OptiPlex (310-8344) | | |
| Feature | Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 360 Vista (330-1189) | | |
| Service: | Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (990-7672) | | |
| Service: | Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (990-9710) | | |
| Service: | Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-1818) | | |
| Service: | Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-1817) | | |
| Installation: | Standard On-Site Installation Declined (900-9987) | | |
| Misc: | Readyware Installation Fee (365-1234) | | |
| Misc: | Mouse Pad (310-3559) | | |
| Misc: | Shipping Material for System Neo Desktop,Dell OptiPlex 360 Desktop (330-1187) | | |
| Misc: | Shipping Material for System Neo Desktop,Dell OptiPlex 360 Desktop (330-1187) | | |

| SOFTWARE & ACCESSORIES | | | |
|---|---|---|---|
| **Product** | **Quantity** | **Unit Price** | **Total** |
| PERFORMANCE SURGEARREST 11OUT NEMA 8FT CORD 120V (A1741023) | 15 | $35.19 | $527.85 |
| OFFICE SMALL BUSINESS 2007 ENG OLP NL LOCL GOVT (A0767043) | 15 | $293.03 | $4,395.45 |
| Number of S & A Items: 2 | | S&A Total Amount: $4,923.30 | |

| COMMENTS |
|---|
| RUDY.FLORES@TAXOF |
| FICE.CO.HIDALGO.T |
| TX.US |
| RUDY FLORES |

| | | | |
|---|---|---|---|
| **SALES REP:** | **Tiffany Washington** | **PHONE:** | **1-800-576-6038** |
| **Email Address:** | **tiffany_washington@dell.com** | **Phone Ext:** | **7241768** |

**For your convenience, your sales representative, quote number and customer number have been ncluded to provide you with faster service when you are ready to place your order. Orders may be axed to the attention of your sales representative to 1-866-607-6914. You may also lace your order online at www.dell.com/qto**

**his quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, o Dell's Terms of Sale.**

**rices 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. lease indicate your taxability status on your PO. If exempt, please fax exemption certificate to ell Tax Department at 888-863-8778, referencing your customer number. you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ****

**ll product and pricing information is based on latest information available. Subject to change without otice or obligation.**

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

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

OCT 29 2008

4:15pm

**AI-12139** **19.H.1.**

**BCAP - Appr of Contracts Round III**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Laura Moya, PURCHASING DEPT. |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | CAP |

## Information

### CAPTION

Presentation for consideration, discussion acceptance and approval of the following contracts for Border Colonia Access Program Round III;
C-CAP-08-029B– Dos Logistics Inc. Pct No 2
C-CAP-08-031A - Quintanilla, Headley & Associates Inc Pct No 4
C-CAP-08-031B – J.E. Saenz & Associates Pct No 4

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1312-431-00-XXX-XXX-X-XXX

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

**BUDGETARY IMPACT:**

Please see attached expenditure report (for Pct 2 and Pct 4)

## Attachments

Link: Dos Logistics

Link: Expenditure Report

Link: Quintanilla Headley & Associates

Link: JESaenz

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/07/2008 11:01 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 11:06 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 11/07/2008 03:06 PM | APRV |
| 4 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |

Form Started By: Laura Moya — Started On: 11/05/2008 03:50 PM

Final Approval Date: 11/07/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-CAP-08-029B_____-_____**

**THIS AGREEMENT** is made effective the ____ day of _____, **2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **DOS LOGISTICS, Inc.**, professional engineers of Weslaco, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

**Whereas**, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 2** (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer**. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services**. This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.2 Classification of Services** The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner,*** attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement shall terminate at the close of business on **April 16, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services identified in Article 2 and more partically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Engineer** 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 Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** 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 **Engineer** 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 **Engineer** shall submit to the **Owner** 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 **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer'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 **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements 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 **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** 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 **Owner** and the **Engineer**. 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 "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** 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 **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** 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 **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this

Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

**Article 9. Additional Work**. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Agreement Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any

obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

**ARTICLE 11. Ownership and Release of Documents**.

**11.1 Ownership of Documents**. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed,

sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign,

subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

**ARTICLE 15. Patents**. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties**.

**17.1 Engineer's Seal**. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility**. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to

be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or

**EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project**

without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages,

losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or Contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other

indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of

liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Noncollusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach

or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event 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.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement

shall be personally delivered or mailed to such party at the following respective addresses:

| | |
|---|---|
| **OWNER:** | **ENGINEER:** |
| **Hidalgo County** | **Dos Logistics, Inc.** |
| **Attn: Agapito Vargas** | **Attn: Eric Ybarra, President** |
| **301 East State Street** | **212 W 3rd Street** |
| **Pharr, Texas 78577** | **Weslaco, Texas 78596** |

The Address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation

express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 200**8**.

**DOS LOGISTICS, INC.**

**BY:**_____
Eric Ybarra, President

**OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas, III, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

**APPROVED AS TO FORM**
**Atlas & Hall, L.L.P.**

**By:**_____

ATTACHMENTS:

| | |
|---|---|
| **EXHIBIT A** | - Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | - Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | - Work Schedule |
| **EXHIBIT D** | - Engineer's Agreement Rates |
| **EXHIBIT D1** | - Fee Breakdown |
| **EXHIBIT E** | - Work Authorization Form |
| **EXHIBIT F** | - Supplemental Agreement Form |
| **EXHIBIT G** | - Certificate of Insurance (*Hidalgo County)* |

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

# Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

**I.** PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

**II.** DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

**III.** CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

## I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

## II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

## III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

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    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

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11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

# EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT "D"

Engineers Agreement Rates

Labor:

| Job Description | Contract Rate** 2008 | Contract Rate** 2009 | Contract Rate** 2010 | Contract Rate** 2011 | Contract Rate** 2012 | Contract Rate** 2013 | Contract Rate** 2014 |
|---|---|---|---|---|---|---|---|
| Engineering | | | | | | | |
| Principal | $226.22 | $237.53 | $249.41 | $261.88 | $274.97 | $288.72 | $303.16 |
| Project Manager (VII) | $200.11 | $210.11 | $220.62 | $231.65 | $243.23 | $255.40 | $268.17 |
| Sr. Engineer (V) | $181.92 | $191.02 | $200.57 | $210.60 | $221.13 | $232.18 | $243.7 |
| Project Engineer (QA/QC) | $156.45 | $164.27 | $172.49 | $181.11 | $190.17 | $199.67 | $209.66 |
| Engineer (I)/(II) | $127.34 | $133.71 | $140.40 | $147.42 | $154.79 | $162.53 | $170.65 |
| Sr. Engineering Designer (III) | $134.87 | $141.62 | $148.70 | $156.13 | $163.94 | $172.14 | $180.74 |
| Environmental Scientist | $120.07 | $126.07 | $132.37 | $138.99 | $145.94 | $153.24 | $160.90 |
| Engineering Designer (I)/(II) | $90.96 | $95.51 | $100.29 | $105.30 | $110.56 | $116.09 | $121.90 |
| CADD Operator (I)/(II) | $78.31 | $82.22 | $86.34 | $90.65 | $95.19 | $99.94 | $104.94 |
| Secretary | $65.49 | $68.76 | $72.20 | $75.81 | $79.60 | $83.58 | $87.79 |
| Surveying | | | | | | | |
| Reg. Public Land Surveyor | $133.71 | $140.39 | $147.41 | $154.78 | $162.52 | $170.65 | $179.18 |
| Project Supervisor SIT | $103.45 | $108.62 | $114.05 | $119.75 | $125.74 | $132.03 | $138.63 |
| Survey Technician | $64.95 | $68.20 | $71.61 | $75.19 | $78.95 | $82.90 | $87.04 |

**These are rates to be determined for each work authorization

| NON-Labor*** | |
|---|---|
| Mileage | **** |
| Car Rental | **** |
| Lodging (In States) | **** |
| Meals | **** |
| Air Travel | at cost |
| Overnight Carrier cost | $20/letter |
| GPS Equipment | $475/day |
| Copies | $.12/ea |
| Bond Plots | $0.80/sq ft |
| Color Plots | $170/sq ft |
| Mylar Plots | $1.60/sq. ft. |

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Determined at time of negotiation at the rates authorized by Hidalgo County Officials.

# EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

| | | |
|---|---|---|
| Basic Services Fee | = | **$31,291.92** |
| Basic Engineering | = | 8.5% of the **Service Fee** |
| Design Engineering | = | 2.5% of the **Service Fee** |

# EXHIBIT "E"

## HIDALGO COUNTY
## Professional Engineering Services
## Agreement #C-CAP-08-029B-00-00
## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra, President

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

# EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

**Supplemental Agreement Form**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number ____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

**WHEREAS**, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

**A.** AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:**
**DOS LOGISTIC, INC.**

**BY:**_____
Eric Ybarra, President

Address for Giving Notices:
212 West Third St
Weslaco, Texas 78596

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas III, County Judge

**ATTESTED**

**By:** _____
**Arturo Guajardo Jr., County Clerk**

LIST OF ATTACHMENTS

(as required)

**EXHIBIT "G"**
**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2008

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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 Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: Interstate Fire & Casualty | |
| INSURER B: Sentinel Insurance/Hartford | |
| INSURER C: Texas Mutual Insurance Company | |
| INSURER D: HCC Specialty Insurance Co. | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | X | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | CMR6200015-2 | 10-28-08 | 10-27-09 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | 61UECKO4021 | 08-18-08 | 08-18-09 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 001176767 | 02-10-08 | 02-10-09 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| D | | OTHER<br>Professional E&O | S707-10575-1 | 10-28-08 | 10-28-09 | $2,000,000 occurrence<br>$ 35,000 retention | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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


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## Certification
## Regarding Debarment, Suspension and Ineligibility

**As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:**

**A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;**

**B. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

**C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and**

**D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.**

**Signature:**_____
**Print Name:**_____
**Title:**_____
**Telephone Number:**_____
**Date:**_____

**If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.**

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND III** | | | | | | | |
| 8-1312-431-00-122-154-0-312 | CITRIANA VILLAGE SUBD-INDIRECT COSTS | .00 | 12,795.00 | .00 | .00 | 12,795.00 | .00 |
| 8-1312-431-00-122-154-0-334 | CITRIANA VILLAGE SUBD-ENG & ARCH SRV | .00 | 44,375.45 | .00 | .00 | 44,375.45 | .00 |
| 8-1312-431-00-122-154-0-339 | CITRIANA VILLAGE SUBD-OTHER PROF SRVS | .00 | 14,119.46 | .00 | .00 | 14,119.46 | .00 |
| 8-1312-431-00-122-154-0-733 | CITRIANA VILLAGE SUBD-DRAINAGE DITCHES | .00 | 165,795.00 | .00 | .00 | 165,795.00 | .00 |
| 8-1312-431-00-122-154-0-734 | CITRIANA VILLAGE SUBD-SUBD STREETS | .00 | 237,618.23 | .00 | .00 | 237,618.23 | .00 |
| 8-1312-431-00-122-154-0-899 | CITRIANA VILLAGE SUBD-CONTINGENCY | .00 | 10,966.82 | .00 | .00 | 10,966.82 | .00 |
| 8-1312-431-00-122-262-0-312 | ESPERANZA ESTATES SUBD-INDIRECT COSTS | .00 | 4,603.51 | .00 | .00 | 4,603.51 | .00 |
| 8-1312-431-00-122-262-0-334 | ESPERANZA ESTATES SUBD-ENG & ARCH SRVS | .00 | 18,648.61 | .00 | .00 | 18,648.61 | .00 |
| 8-1312-431-00-122-262-0-339 | ESPERANZA ESTATES SUBD-OTHER PROF SRVS | .00 | 5,933.65 | .00 | .00 | 5,933.65 | .00 |
| 8-1312-431-00-122-262-0-733 | ESPERANZA ESTATES SUBD-DRAINAGE DITCHES | .00 | 87,255.00 | .00 | .00 | 87,255.00 | .00 |
| 8-1312-431-00-122-262-0-734 | ESPERANZA ESTATES SUBD-SUBD STREETS | .00 | 82,277.77 | .00 | .00 | 82,277.77 | .00 |
| 8-1312-431-00-122-262-0-899 | ESPERANZA ESTATES SUBD-CONTINGENCY | .00 | 3,624.27 | .00 | .00 | 3,624.27 | .00 |
| 8-1312-431-00-122-413-0-312 | LAS MILPAS SUBD-INDIRECT COSTS | .00 | 4,682.90 | .00 | .00 | 4,682.90 | .00 |
| 8-1312-431-00-122-413-0-334 | LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV | .00 | 17,407.93 | .00 | .00 | 17,407.93 | .00 |
| 8-1312-431-00-122-413-0-339 | LAS MILPAS SUBD-OTHER PROF SRVS | .00 | 5,538.89 | .00 | .00 | 5,538.89 | .00 |
| 8-1312-431-00-122-413-0-733 | LAS MILPAS SUBD-DRAINAGE DITCHES | .00 | 72,685.00 | .00 | .00 | 72,685.00 | .00 |
| 8-1312-431-00-122-413-0-734 | LAS MILPAS SUBD-SUBDIVISION STREETS | .00 | 85,568.88 | .00 | .00 | 85,568.88 | .00 |
| 8-1312-431-00-122-413-0-899 | LAS MILPAS SUBD-CONTINGENCY | .00 | 3,873.99 | .00 | .00 | 3,873.99 | .00 |
| 8-1312-431-00-122-454-0-312 | MCCOLL ESTATES SUBD-INDIRECT COSTS | .00 | 4,496.91 | .00 | .00 | 4,496.91 | .00 |
| 8-1312-431-00-122-454-0-334 | MCCOLL ESTATES SUBD-ENG & ARCH SERVICES | .00 | 16,626.81 | .00 | .00 | 16,626.81 | .00 |
| 8-1312-431-00-122-454-0-339 | MCCOLL ESTATES SUBD-OTHER PROF SRVS | .00 | 5,290.35 | .00 | .00 | 5,290.35 | .00 |
| 8-1312-431-00-122-454-0-733 | MCCOLL ESTATES SUBD-DRAINAGE DITCHES | .00 | 68,875.00 | .00 | .00 | 68,875.00 | .00 |
| 8-1312-431-00-122-454-0-734 | MCCOLL ESTATES SUBD-SUBDIVISION STREETS | .00 | 82,277.77 | .00 | .00 | 82,277.77 | .00 |
| 8-1312-431-00-122-454-0-899 | MCCOLL ESTATES SUBD-CONTINGENCY | .00 | 3,730.87 | .00 | .00 | 3,730.87 | .00 |
| 8-1312-431-00-122-460-1-312 | MESQUITE ACRES SUBD-INDIRECT COSTS | .00 | 5,028.99 | .00 | .00 | 5,028.99 | .00 |
| 8-1312-431-00-122-460-1-334 | MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS | .00 | 20,675.95 | .00 | .00 | 20,675.95 | .00 |
| 8-1312-431-00-122-460-1-339 | MESQUITE ACRES SUBD-OTHER PROF SRVS | .00 | 6,578.71 | .00 | .00 | 6,578.71 | .00 |
| 8-1312-431-00-122-460-1-733 | MESQUITE ACRES SUBD-DRAINAGE DITCHES | .00 | 98,445.00 | .00 | .00 | 98,445.00 | .00 |
| 8-1312-431-00-122-460-1-734 | MESQUITE ACRES SUBD-SUBDIVISION STREETS | .00 | 89,518.23 | .00 | .00 | 89,518.23 | .00 |
| 8-1312-431-00-122-460-1-899 | MESQUITE ACRES SUBD-CONTINGENCY | .00 | 3,922.83 | .00 | .00 | 3,922.83 | .00 |
| 8-1312-431-00-122-465-1-312 | MILLER RESUB LOT A SUBD-INDIRECT COSTS | .00 | 3,041.51 | .00 | .00 | 3,041.51 | .00 |
| 8-1312-431-00-122-465-1-334 | MILLER RESUB LOT A SUBD -ENG & ARCH SRVS | .00 | 12,643.31 | .00 | .00 | 12,643.31 | .00 |
| 8-1312-431-00-122-465-1-339 | MILLER RESUB LOT A SUBD -OTHER PROF SRVS | .00 | 4,022.87 | .00 | .00 | 4,022.87 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND III** | | | | | | | |
| 8-1312-431-00-122-465-1-733 | MILLER RESUB LOT A SUBD-DRAINAGE DITCHES | .00 | 60,965.00 | .00 | .00 | 60,965.00 | .00 |
| 8-1312-431-00-122-465-1-734 | MILLER RESUB LOT A SUBD-SUBD STREETS | .00 | 53,974.23 | .00 | .00 | 53,974.23 | .00 |
| 8-1312-431-00-122-465-1-899 | MILLER RESUB LOT A SUBD-CONTINGENCY | .00 | 2,355.91 | .00 | .00 | 2,355.91 | .00 |
| 8-1312-431-00-122-596-0-312 | RANCHO ESCONDIDO SUBD-INDIRECT COSTS | .00 | 10,782.08 | .00 | .00 | 10,782.08 | .00 |
| 8-1312-431-00-122-596-0-334 | RANCHO ESCONDIDO SUBD-ENG & ARCH SRV | .00 | 41,627.62 | .00 | .00 | 41,627.62 | .00 |
| 8-1312-431-00-122-596-0-339 | RANCHO ESCONDIDO SUBD-OTHER PROF SRVS | .00 | 13,245.15 | .00 | .00 | 13,245.15 | .00 |
| 8-1312-431-00-122-596-0-733 | RANCHO ESCONDIDO SUBD-DRAINAGE DITCHES | .00 | 183,270.00 | .00 | .00 | 183,270.00 | .00 |
| 8-1312-431-00-122-596-0-734 | RANCHO ESCONDIDO SUBD-SUBD STREETS | .00 | 195,162.89 | .00 | .00 | 195,162.89 | .00 |
| 8-1312-431-00-122-596-0-899 | RANCHO ESCONDIDO SUBD-CONTINGENCY | .00 | 8,734.21 | .00 | .00 | 8,734.21 | .00 |
| 8-1312-431-00-122-890-0-312 | LOS ENCINOS #1 SUBD-INDIRECT COSTS | .00 | 1,800.00 | .00 | .00 | 1,800.00 | .00 |
| 8-1312-431-00-122-890-0-334 | LOS ENCINOS #1SUBD-ENGINEER & ARCH SRV | .00 | 7,829.76 | .00 | .00 | 7,829.76 | .00 |
| 8-1312-431-00-122-890-0-339 | LOS ENCINOS #1 SUBD-OTHER PROF SRVS | .00 | 2,491.29 | .00 | .00 | 2,491.29 | .00 |
| 8-1312-431-00-122-890-0-733 | LOS ENCINOS #1 SUBD-DRAINAGE DITCHES | .00 | 39,585.00 | .00 | .00 | 39,585.00 | .00 |
| 8-1312-431-00-122-890-0-734 | LOS ENCINOS #1 SUBD-SUBDIVISION STREETS | .00 | 31,519.48 | .00 | .00 | 31,519.48 | .00 |
| 8-1312-431-00-122-890-0-899 | LOS ENCINOS #1 SUBD-CONTINGENCY | .00 | 1,359.47 | .00 | .00 | 1,359.47 | .00 |
| 8-1312-431-00-122-891-0-312 | LOS ENCINOS #2 SUBD-INDIRECT COSTS | .00 | 4,539.20 | .00 | .00 | 4,539.20 | .00 |
| 8-1312-431-00-122-891-0-334 | LOS ENCINOS #2 SUBD-ENG & ARCH SERVICES | .00 | 20,175.28 | .00 | .00 | 20,175.28 | .00 |
| 8-1312-431-00-122-891-0-339 | LOS ENCINOS #2 SUBD-OTHER PROF SRVS | .00 | 6,419.41 | .00 | .00 | 6,419.41 | .00 |
| 8-1312-431-00-122-891-0-733 | LOS ENCINOS #2 SUBD-DRAINAGE DITCHES | .00 | 104,425.00 | .00 | .00 | 104,425.00 | .00 |
| 8-1312-431-00-122-891-0-734 | LOS ENCINOS #2 SUBD-SUBDIVISION STREETS | .00 | 78,986.67 | .00 | .00 | 78,986.67 | .00 |
| 8-1312-431-00-122-891-0-899 | LOS ENCINOS #2 SUBD-CONTINGENCY | .00 | 3,359.47 | .00 | .00 | 3,359.47 | .00 |
| 8-1312-431-00-122-900-0-312 | MORNINGSIDE SOUTH SUBD-INDIRECT COSTS | .00 | 8,698.36 | .00 | .00 | 8,698.36 | .00 |
| 8-1312-431-00-122-900-0-334 | MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS | .00 | 33,142.82 | .00 | .00 | 33,142.82 | .00 |
| 8-1312-431-00-122-900-0-339 | MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS | .00 | 10,545.44 | .00 | .00 | 10,545.44 | .00 |
| 8-1312-431-00-122-900-0-733 | MORNINGSIDE SOUTH SUBD-DRAINAGE DITCHES | .00 | 143,325.00 | .00 | .00 | 143,325.00 | .00 |
| 8-1312-431-00-122-900-0-734 | MORNINGSIDE SOUTH SUBD-SUBD STREETS | .00 | 157,973.34 | .00 | .00 | 157,973.34 | .00 |
| 8-1312-431-00-122-900-0-899 | MORNINGSIDE SOUTH SUBD-CONTINGENCY | .00 | 7,098.97 | .00 | .00 | 7,098.97 | .00 |
| 8-1312-431-00-122-937-0-312 | ALDAMAS SUBD 1 & 2-INDIRECT COSTS | .00 | 11,831.37 | .00 | .00 | 11,831.37 | .00 |
| 8-1312-431-00-122-937-0-334 | ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES | .00 | 47,521.38 | .00 | .00 | 47,521.38 | .00 |
| 8-1312-431-00-122-937-0-339 | ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE | .00 | 15,120.44 | .00 | .00 | 15,120.44 | .00 |
| 8-1312-431-00-122-937-0-733 | ALDAMAS SUBD 1 & 2-DRAINAGE DITCHES | .00 | 220,065.00 | .00 | .00 | 220,065.00 | .00 |
| 8-1312-431-00-122-937-0-734 | ALDAMAS SUBD 1 & 2-SUBDIVISION STREETS | .00 | 211,947.55 | .00 | .00 | 211,947.55 | .00 |
| 8-1312-431-00-122-937-0-899 | ALDAMAS SUBD 1 & 2-CONTINGENCY | .00 | 9,363.39 | .00 | .00 | 9,363.39 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND III** | | | | | | | |
| 8-1312-431-00-122-940-0-312 | SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS | .00 | 4,354.83 | .00 | .00 | 4,354.83 | .00 |
| 8-1312-431-00-122-940-0-334 | SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS | .00 | 19,424.96 | .00 | .00 | 19,424.96 | .00 |
| 8-1312-431-00-122-940-0-339 | SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS | .00 | 6,180.67 | .00 | .00 | 6,180.67 | .00 |
| 8-1312-431-00-122-940-0-733 | SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES | .00 | 100,895.00 | .00 | .00 | 100,895.00 | .00 |
| 8-1312-431-00-122-940-0-734 | SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS | .00 | 75,695.55 | .00 | .00 | 75,695.55 | .00 |
| 8-1312-431-00-122-940-0-899 | SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY | .00 | 3,214.73 | .00 | .00 | 3,214.73 | .00 |
| 8-1312-431-00-124-274-0-312 | FOSTER SUBDIVISION-INDIRECT COST | .00 | 3,800.00 | .00 | .00 | 3,800.00 | .00 |
| 8-1312-431-00-124-274-0-334 | FOSTER SUBDIVISION-ENG & ARCH SRVS | .00 | 12,221.88 | .00 | .00 | 12,221.88 | .00 |
| 8-1312-431-00-124-274-0-339 | FOSTER SUBDIVISION-OTHER PROF SERVICES | .00 | 3,888.78 | .00 | .00 | 3,888.78 | .00 |
| 8-1312-431-00-124-274-0-733 | FOSTER SUBDIVISION-DRAINAGE DITCHES | .00 | 16,108.00 | .00 | .00 | 16,108.00 | .00 |
| 8-1312-431-00-124-274-0-734 | FOSTER SUBDVISION-SUBDIVISION STREETS | .00 | 59,889.34 | .00 | .00 | 59,889.34 | .00 |
| 8-1312-431-00-124-274-0-899 | FOSTER SUBDIVISION-CONTINGENCY | .00 | 15,200.00 | .00 | .00 | 15,200.00 | .00 |
| 8-1312-431-00-124-300-0-312 | HACIENDA DE LOS VEGAS-INDIRECT COST | .00 | 4,319.06 | .00 | .00 | 4,319.06 | .00 |
| 8-1312-431-00-124-300-0-334 | HACIENDA DE LOS VEGAS-ENG & ARCH SRV | .00 | 9,980.74 | .00 | .00 | 9,980.74 | .00 |
| 8-1312-431-00-124-300-0-339 | HACIENDA DE LOS VEGAS-OTHER PROF SERVICE | .00 | 3,175.69 | .00 | .00 | 3,175.69 | .00 |
| 8-1312-431-00-124-300-0-733 | HACIENDA DE LOS VEGAS-DRAINAGE DITCHES | .00 | 4,534.00 | .00 | .00 | 4,534.00 | .00 |
| 8-1312-431-00-124-300-0-734 | HACIENDA DE LOS VEGAS-SUBDIVISION STREET | .00 | 86,200.00 | .00 | .00 | 86,200.00 | .00 |
| 8-1312-431-00-124-300-0-899 | HACIENDA DE LOS VEGAS-CONTINGENCY | .00 | 4,300.94 | .00 | .00 | 4,300.94 | .00 |
| 8-1312-431-00-124-329-0-312 | HOEN DRIVE SUBD-INDIRECT COST | .00 | 14,068.03 | .00 | .00 | 14,068.03 | .00 |
| 8-1312-431-00-124-329-0-334 | HOEN DRIVE SUBD-ENG & ARCH SRV | .00 | 50,272.49 | .00 | .00 | 50,272.49 | .00 |
| 8-1312-431-00-124-329-0-339 | HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS | .00 | 15,995.79 | .00 | .00 | 15,995.79 | .00 |
| 8-1312-431-00-124-329-0-733 | HOEN DRIVE SUBD-DRAINAGE DITCHES | .00 | 105,322.00 | .00 | .00 | 105,322.00 | .00 |
| 8-1312-431-00-124-329-0-734 | HOEN DRIVE SUBD-SUBDIVISION STREETS | .00 | 194,027.82 | .00 | .00 | 194,027.82 | .00 |
| 8-1312-431-00-124-329-0-899 | HOEN DRIVE SUBD-CONTINGENCY | .00 | 77,336.50 | .00 | .00 | 77,336.50 | .00 |
| 8-1312-431-00-124-401-0-312 | LAKEVIEW SUBDIVISION-INDIRECT COST | .00 | 14,200.00 | .00 | .00 | 14,200.00 | .00 |
| 8-1312-431-00-124-401-0-334 | LAKEVIEW SUBDIVISION-ENG & ARCH SRV | .00 | 41,514.00 | .00 | .00 | 41,514.00 | .00 |
| 8-1312-431-00-124-401-0-339 | LAKEVIEW SUBDIVISION-OTHER PROF SERVICES | .00 | 13,209.00 | .00 | .00 | 13,209.00 | .00 |
| 8-1312-431-00-124-401-0-733 | LAKEVIEW SUBVISION-DRAINAGE DITCHES | .00 | 22,400.00 | .00 | .00 | 22,400.00 | .00 |
| 8-1312-431-00-124-401-0-734 | LAKEVIEW SUBDIVISION-SUBDIVISION STREETS | .00 | 264,777.00 | .00 | .00 | 264,777.00 | .00 |
| 8-1312-431-00-124-401-0-899 | LAKEVIEW SUBDIVISION-CONTINGENCY | .00 | 21,300.00 | .00 | .00 | 21,300.00 | .00 |
| 8-1312-431-00-124-406-0-312 | LAS BRISAS-INDIRECT COST | .00 | 5,200.00 | .00 | .00 | 5,200.00 | .00 |
| 8-1312-431-00-124-406-0-334 | LAS BRISAS-ENG & ARCH SRV | .00 | 19,525.00 | .00 | .00 | 19,525.00 | .00 |
| 8-1312-431-00-124-406-0-339 | LAS BRISAS-OTHER PROFESSIONAL SERVICES | .00 | 6,212.50 | .00 | .00 | 6,212.50 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND III** | | | | | | | |
| 8-1312-431-00-124-406-0-733 | LAS BRISAS-DRAINAGE DITCHES | .00 | 47,500.00 | .00 | .00 | 47,500.00 | .00 |
| 8-1312-431-00-124-406-0-734 | LAS BRISAS-SUBDIVISION STREETS | .00 | 93,836.25 | .00 | .00 | 93,836.25 | .00 |
| 8-1312-431-00-124-406-0-899 | LAS BRISAS-CONTINGENCY | .00 | 5,226.25 | .00 | .00 | 5,226.25 | .00 |
| 8-1312-431-00-124-657-0-312 | SEMINARY VILLAGE SUBD-INDIRECT COST | .00 | 5,400.00 | .00 | .00 | 5,400.00 | .00 |
| 8-1312-431-00-124-657-0-334 | SEMINARY VILLAGE SUBD-ENG & ARCH SRV | .00 | 18,854.00 | .00 | .00 | 18,854.00 | .00 |
| 8-1312-431-00-124-657-0-339 | SEMINARY VILLAGE SUBD-OTHER PROF SRVS | .00 | 5,999.00 | .00 | .00 | 5,999.00 | .00 |
| 8-1312-431-00-124-657-0-733 | SEMINARY VILLAGE SUBD-DRAINAGE DITCHES | .00 | 36,400.00 | .00 | .00 | 36,400.00 | .00 |
| 8-1312-431-00-124-657-0-734 | SEMINARY VILLAGE SUBD-SUBDISION STREETS | .00 | 96,647.00 | .00 | .00 | 96,647.00 | .00 |
| 8-1312-431-00-124-657-0-899 | SEMINARY VILLAGE SUBD-CONTINGENCY | .00 | 8,100.00 | .00 | .00 | 8,100.00 | .00 |
| 8-1312-431-00-124-752-0-312 | TRENTON TERRACE-INDIRECT COST | .00 | 5,400.00 | .00 | .00 | 5,400.00 | .00 |
| 8-1312-431-00-124-752-0-334 | TRENTON TERRACE-ENG & ARCH SRV | .00 | 30,342.40 | .00 | .00 | 30,342.40 | .00 |
| 8-1312-431-00-124-752-0-339 | TRENTON TERRACE-OTHER PROF SERVICES | .00 | 9,654.40 | .00 | .00 | 9,654.40 | .00 |
| 8-1312-431-00-124-752-0-733 | TRENTON TERRACE-DRAINAGE DITCHES | .00 | 140,840.00 | .00 | .00 | 140,840.00 | .00 |
| 8-1312-431-00-124-752-0-734 | TRENTON TERRACE-SUBDIVISION STREETS | .00 | 81,503.20 | .00 | .00 | 81,503.20 | .00 |
| 8-1312-431-00-124-752-0-899 | TRENTON TERRACE-CONTINGENCY | .00 | 8,100.00 | .00 | .00 | 8,100.00 | .00 |
| 8-1312-431-00-124-844-0-312 | COL ESPERANZA #1-INDIRECT COST | .00 | 3,424.22 | .00 | .00 | 3,424.22 | .00 |
| 8-1312-431-00-124-844-0-334 | COL ESPERANZA #1-ENG & ARCH SRV | .00 | 8,383.98 | .00 | .00 | 8,383.98 | .00 |
| 8-1312-431-00-124-844-0-339 | COL ESPERANZA #1-OTHER PROF SERVICES | .00 | 2,667.63 | .00 | .00 | 2,667.63 | .00 |
| 8-1312-431-00-124-844-0-733 | COL ESPERANZA #1-DRAINAGE DITCHES | .00 | 19,118.00 | .00 | .00 | 19,118.00 | .00 |
| 8-1312-431-00-124-844-0-734 | COL ESPERANZA #1-SUBDIVISION STREETS | .00 | 57,100.00 | .00 | .00 | 57,100.00 | .00 |
| 8-1312-431-00-124-844-0-899 | COL ESPERANZA #1-CONTINGENCY | .00 | 14,029.70 | .00 | .00 | 14,029.70 | .00 |
| 8-1312-431-00-124-882-0-312 | LA FLOR ESTATES-INDIRECT COST | .00 | 3,373.17 | .00 | .00 | 3,373.17 | .00 |
| 8-1312-431-00-124-882-0-334 | LA FLOR ESTATES-ENG & ARCH SRV | .00 | 8,192.91 | .00 | .00 | 8,192.91 | .00 |
| 8-1312-431-00-124-882-0-339 | LA FLOR ESTATES-OTHER PROF SERVICES | .00 | 2,606.84 | .00 | .00 | 2,606.84 | .00 |
| 8-1312-431-00-124-882-0-733 | LA FLOR ESTATES-DRAINAGE DITCHES | .00 | 7,638.00 | .00 | .00 | 7,638.00 | .00 |
| 8-1312-431-00-124-882-0-734 | LA FLOR ESTATES-SUBDIVISION STREETS | .00 | 66,845.00 | .00 | .00 | 66,845.00 | .00 |
| 8-1312-431-00-124-882-0-899 | LA FLOR ESTATES-CONTINGENCY | .00 | 3,311.33 | .00 | .00 | 3,311.33 | .00 |
| 8-1312-431-00-124-883-0-312 | LA FLOR GARDENS-INDIRECT COST | .00 | 3,373.17 | .00 | .00 | 3,373.17 | .00 |
| 8-1312-431-00-124-883-0-334 | LA FLOR GARDENS-ENG & ARCH SRV | .00 | 8,192.91 | .00 | .00 | 8,192.91 | .00 |
| 8-1312-431-00-124-883-0-339 | LA FLOR GARDENS-OTHER PROF SERVICES | .00 | 2,606.84 | .00 | .00 | 2,606.84 | .00 |
| 8-1312-431-00-124-883-0-733 | LA FLOR GARDENS-DRAINAGE DITCHES | .00 | 7,636.00 | .00 | .00 | 7,636.00 | .00 |
| 8-1312-431-00-124-883-0-734 | LA FLOR GARDENS-SUBDIVISION STREETS | .00 | 66,845.00 | .00 | .00 | 66,845.00 | .00 |
| 8-1312-431-00-124-883-0-899 | LA FLOR GARDENS-CONTINGENCY | .00 | 3,311.33 | .00 | .00 | 3,311.33 | .00 |

| Account Number / Description | | Original Budget | Adjusted Budget | Y-T-D Encumbrance | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND III** | | | | | | | |
| 8-1312-431-00-124-886-0-312 | LABORSITA-INDIRECT COST | .00 | 2,196.02 | .00 | .00 | 2,196.02 | .00 |
| 8-1312-431-00-124-886-0-334 | LABORSITA-ENG & ARCH SRV | .00 | 5,348.64 | .00 | .00 | 5,348.64 | .00 |
| 8-1312-431-00-124-886-0-339 | LABORSITA-OTHER PROF SERVICES | .00 | 1,701.84 | .00 | .00 | 1,701.84 | .00 |
| 8-1312-431-00-124-886-0-733 | LABORSITA-DRAINAGE DITCHES | .00 | 5,124.00 | .00 | .00 | 5,124.00 | .00 |
| 8-1312-431-00-124-886-0-734 | LABORSITA-SUBDIVISION STREETS | .00 | 43,500.00 | .00 | .00 | 43,500.00 | .00 |
| 8-1312-431-00-124-886-0-899 | LABORSITA-CONTINGENCY | .00 | 2,153.98 | .00 | .00 | 2,153.98 | .00 |
| **1312 BORDER COLONIA ACCESS PROGRAM ROUND III** | | **.00** | **5,293,412.96** | **.00** | **.00** | **5,293,412.96** | **.00** |
| **8 YEAR** | | **.00** | **5,293,412.96** | **.00** | **.00** | **5,293,412.96** | **.00** |

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-CAP-08-031A-_____-_____**

**THIS AGREEMENT** is made effective the ____ day of _____, **2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **QUINTANILLA, HEADLEY & ASSOCIATES, INC,** professional engineers of Edinburg, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

**Whereas**, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 4** (hereinafter referred to as the **"Project"**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer**. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services**. This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.2 Classification of Services** The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement shall terminate at the close of business on **April 22, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services identified in Article 2 and more partically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Engineer** 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 Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** 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 **Engineer** 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 **Engineer** shall submit to the **Owner** 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 **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer'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 **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements 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 **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** 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 **Owner** and the **Engineer**. 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 "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** 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 **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** 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 **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this

Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

**Article 9. Additional Work**. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Agreement Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any

obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

**ARTICLE 11. Ownership and Release of Documents**.

**11.1 Ownership of Documents**. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed,

sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign,

subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

**ARTICLE 15. Patents**. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information**. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties**.

**17.1 Engineer's Seal**. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility**. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to

be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or

**EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project**

without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages,

losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or Contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other

indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of

liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Noncollusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach

or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event 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.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall

be personally delivered or mailed to such party at the following respective addresses:

| **OWNER:** | **ENGINEER:** |
|---|---|
| **Hidalgo County** | **QUINTANILLA, HEADLEY & ASSOCIATES, INC** |
| **Attn: Agapito Vargas** | **Attn: Alfonso Quintanilla, P.E., President** |
| **301 East State Street** | **124 E Stubbs** |
| **Pharr, Texas 78577** | **Edinburg, Texas 78539** |

The Address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation

express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 200 8 .

**QUINTANILLA, HEADLEY & ASSOCIATES, INC**

**BY:**_____
Alfonso Quintanilla, P.E., President

**OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas, III, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

**APPROVED AS TO FORM**
**Atlas & Hall, L.L.P.**

**By:**_____

ATTACHMENTS:

| | |
|---|---|
| **EXHIBIT A** | - Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | - Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | - Work Schedule |
| **EXHIBIT D** | - Engineer's Agreement Rates |
| **EXHIBIT D1** | - Fee Breakdown |
| **EXHIBIT E** | - Work Authorization Form |
| **EXHIBIT F** | - Supplemental Agreement Form |
| **EXHIBIT G** | - Certificate of Insurance (*Hidalgo County)* |

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

# Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

**I.** PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

**II.** DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

**III.** CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

## I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

## II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

## III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

# EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT "D"

Engineers Agreement Rates

1. **Registered Professional Engineer - $150.00/hour**
2. **Registered Professional Land Surveyor - $150.00/hour**
3. **Three Man Survey Crew - $125.00/hour**
4. **Computer Drafting Technician - $85.00/hour**
5. **Administrative - $60.00/hour**
6. **Administrative - $60.00/hour**
7. **Research - $50.00/hour**
8. **Document Copies - $150.00/set of design plans or As-Built plans**
9. **Document Copies - $100.00/set of specifications, bidding documents**

# EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

| | | | |
|---|---|---|---|
| Basic Services Fee | = | **$102,593.55** | |
| Phase I | = | 40% of the **Service Fee** | **$41,037.42** |
| Phase II | = | 40% of the **Service Fee** | **$41,037.42** |
| Phase III | = | 20% of the **Service Fee** | **$20,518.71** |

# EXHIBIT "E"

## HIDALGO COUNTY
## Professional Engineering Services
## Agreement #C-CAP-08-031A-00-00
## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. _4_:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
**QUINTANILLA, HEADLEY & ASSOCIATES, INC**

_____
By: Alfonso Quintanilla, P.E. President

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

# EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

**Supplemental Agreement Form**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number _4_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

**WHEREAS**, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

### A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:**
**QUINTANILLA, HEADLEY & ASSOCIATES, INC**

**BY:**_____
Alfonso Quintanilla, P.E. President

Address for Giving Notices:
124 E Stubbs
Edinburg, Texas 78539

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas III, County Judge

**ATTESTED**

**By:** _____
**Arturo Guajardo Jr., County Clerk**

LIST OF ATTACHMENTS

(as required)

**EXHIBIT "G"**
**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURER A: EVANSTON INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY | AE816091 | 09/19/2008 | 09/19/2009 | EACH OCCURRENCE | $ 1,000,000 |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | X CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | X Professional E&O | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC | | | | PRODUCTS - COMP/OP AGG | $ |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | BODILY INJURY (Per person) | $ |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | HIRED AUTOS | | | | | |
| | | NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | OCCUR ☐ CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
EDINBURG TX 78541-

CANCELLATION

AI 102756

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


© ACORD CORPORATION 1988

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/08

PRODUCER
JUAN CAZARES
1408 S CLOSNER
EDINBURG, TEXAS 78539
956-381-0928

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
QUINTANILLA, HEADLEY & ASSOCIATES
124 EAST STUBBS
EDINBURG, TEXAS 78539

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: State Farm Lloyds 43419 | 43419 |
| INSURER B: State Farm Mutual Automobile Insurance Company 25178 | 25178 |
| INSURER C: State Farm Fire and Casualty Company 25143 | 25143 |
| INSURER D: State Farm Fire and Casualty Company 25143 | 25143 |
| INSURER E: | |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | 90-63-2329-1L | 03-30-2008 | 03-30-2009 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000.00<br>$<br>$ 5,000.00<br>$<br>$ 2,000,000.00<br>$ |
| B | | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | 0301531F2853G | 06-28-2008 | 12-28-2008 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$ 500,000.00<br>$ 500,000.00<br>$ 500,000.00 |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| C | | EXCESS/UMBRELLA LIABILITY<br>[X] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | 90-EJ-3010-1F | 03-26-2008 | 03-26-2009 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000.00<br>$ |
| D | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 90-L6-9670-5F | 10-11-2008 | 10-11-2009 | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000.00<br>$ 500,000.00<br>$ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

HIDALGO COUNTY

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Juan Cazares by Guadalupe O. Martinez, LSA-5



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## Certification
## Regarding Debarment, Suspension and Ineligibility

**As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:**

**A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;**

**B. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

**C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and**

**D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.**

**Signature:**_____
**Print Name:**_____
**Title:**_____
**Telephone Number:**_____
**Date:**_____

**If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-CAP-08-031B-_____-_____**

**THIS AGREEMENT** is made effective the ____ day of _____, **2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **J.E. SAENZ & ASSOCIATES, INC.,** , professional engineers of Edinburg, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

**Whereas**, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 4** (hereinafter referred to as the **"Project"**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer**. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services**. This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.2 Classification of Services** The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement shall terminate at the close of business on **April 22, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services identified in Article 2 and more partically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1 Request for Payment**. Payments to the **Engineer** 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 Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** 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 **Engineer** 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 **Engineer** shall submit to the **Owner** 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 **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer'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 **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements 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 **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** 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 **Owner** and the **Engineer**. 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 "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** 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 **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** 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 **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this

Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

**Article 9. Additional Work**. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Agreement Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any

obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

**ARTICLE 11. Ownership and Release of Documents**.

**11.1 Ownership of Documents**. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed,

sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign,

subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

**ARTICLE 15. Patents**. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information**. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties**.

**17.1 Engineer's Seal**. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility**. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to

be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or

**EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project**

without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages,

losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or Contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other

indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of

liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Noncollusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach

or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event 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.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall

be personally delivered or mailed to such party at the following respective addresses:

| **OWNER:** | **ENGINEER**: |
|---|---|
| **Hidalgo County** | **J.E. SAENZ & ASSOCIATES, INC.,** |
| **Attn: Agapito Vargas** | **Attn: Jose E. Saenz President** |
| **301 East State Street** | **211 East Wisconsin Road** |
| **Pharr, Texas 78577** | **Edinburg, Texas 78539** |

The Address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation

express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 200**8**.

**ENGINEER: J.E. Saenz & Associates, Inc.**

**BY:**_____
Jose E. Saenz, President

**OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas, III, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

**APPROVED AS TO FORM**
**Atlas & Hall, L.L.P.**

**By:**_____

ATTACHMENTS:

| | |
|---|---|
| **EXHIBIT A** | - Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | - Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | - Work Schedule |
| **EXHIBIT D** | - Engineer's Agreement Rates |
| **EXHIBIT D1** | - Fee Breakdown |
| **EXHIBIT E** | - Work Authorization Form |
| **EXHIBIT F** | - Supplemental Agreement Form |
| **EXHIBIT G** | - Certificate of Insurance (*Hidalgo County)* |

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

# Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

**I.** PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

**II.** DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

**III.** CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

## I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

## II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

## III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

# EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT "D"

Engineers Agreement Rates
J.E. Saenz & Associates, Inc.
Hourly Rates (2007)

| | |
|---|---|
| Principal | $150.00 |
| Registered Professional Land Surveyor | $135.00 |
| Professional Engineer III | $125.00 |
| Professional Engineer II | $115.00 |
| Professional Engineer I | $105.00 |
| Certified Planner AICP | $ 90.00 |
| Assistant Planner | $ 60.00 |
| Engineer Assistant III | $ 85.00 |
| Engineer Assistant II | $ 75.00 |
| Engineer Assistant I | $ 65.00 |
| GIS Analyst III | $ 75.00 |
| GIS Analyst II | $ 65.00 |
| GIS Analyst I | $ 55.00 |
| Construction Superintendent | $ 75.00 |
| Right-of-Way Agent | $ 75.00 |
| Technician III | $ 50.00 |
| Technician II | $ 45.00 |
| Technician I | $ 40.00 |
| Survey Coordinator | $ 60.00 |
| Resident Project Representative | $ 60.00 |
| Secretary/Clerical/Support Staff | $ 35.00 |
| Runner Services (including mileage within metro area) | $ 20.00 |
| | |
| GPS Crew | $125.00 |
| 4-Man Survey Crew | $ 90.00 |
| 3-Man Survey Crew | $ 80.00 |
| 2-Man Survey Crew | $ 70.00 |

EXPENSES

| | |
|---|---|
| Direct Expenses | Actual Cost x 1.10 |
| Large Format Copies/Printer | |
| Scan to File | $0.25/Sq. Ft |
| Bond Paper | $0.50/Sq. Ft |
| Mylar 24" x 36" | $2.25/Sq. Ft |
| Plotter 750 | |
| Mylar 24" x 36" | $2.50/Sq. Ft |
| Roll Stock | $0.25/Sq. Ft. |
| Fax | $1.00/Page |
| Photocopies | $0.10/Page |
| Mileage | $0.40/Mile |

# EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

| | | |
|---|---|---|
| Basic Services Fee | = | **$110,235.40** |
| Phase I | = | 40% of the **Service Fee** |
| Phase II | = | 40% of the **Service Fee** |
| Phase III | = | 20% of the **Service Fee** |

# EXHIBIT "E"

## HIDALGO COUNTY
## Professional Engineering Services
## Agreement #C-CAP-08-031B-00-00
## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. _4_:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ___(DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
**J.E. Saenz & Associates, Inc.**

_____
By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

# EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

**Supplemental Agreement Form**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 4 (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

**WHEREAS**, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

**A.** AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:**
**J.E. Saenz & Associates, Inc.**

**BY:**_____
Jose E. Saenz, President

Address for Giving Notices:
211 EAST WISCONSIN ROAD
EDINBURG, TEXAS 78539

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Juan D. Salinas III, County Judge

**ATTESTED**

**By:** _____
**Arturo Guajardo Jr., County Clerk**

LIST OF ATTACHMENTS

(as required)

**EXHIBIT "G"**
**CERTIFICATE OF INSURANCE**

## Certification
## Regarding Debarment, Suspension and Ineligibility

**As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:**

**A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;**

**B. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

**C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and**

**D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.**

**Signature:**_____
**Print Name:**_____
**Title:**_____
**Telephone Number:**_____
**Date:**_____

**If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.**

Client#: 12078 JESAENZ1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: St Paul Fire & Marine Insurance Co | 24767 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | ☐ CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ☐ ANY AUTO | | | | | |
| | | ☐ ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | ☐ SCHEDULED AUTOS | | | | | |
| | | ☐ HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | ☐ NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ☐ ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ OCCUR ☐ CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | ☐ DEDUCTIBLE | | | | | $ |
| | | ☐ RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | | OTHER Professional Liability | QP03808747 | 06/05/08 | 06/05/09 | $1,000,000 Each Claim<br>$2,000,000 Policy Agg<br>$15,000/$45,000 Ded | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S Business 281
Edinburg, TX 78539

Attn: Laura Lee Renteria-Moya
Fax# 318-2629

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis


© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 12078 JESAENZ1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Lloyds | 38253 |
| INSURER B: Hartford Underwriters Ins Co | 30104 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | 65SBAPZ5144 | 02/23/08 | 02/23/09 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | 65UECTW9306 | 02/23/08 | 02/23/09 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 65WECPH6742 | 02/23/08 | 02/23/09 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$500,000<br>$500,000<br>$500,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2820 South Business Highway 281
Edinburg, TX 78539

Attn: Rossana Schettino
Fax# 318-2577

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
Brian E Lewis


© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AI-12098** **19.I.1.**

# Certificate of Construction Completion North Cross Subdivision
# CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Marcie Jackson, COLONIA ACCESS PROGRAM |
| **Submitted For:** | Agapito Vargas |
| **Department:** | COLONIA ACCESS PROGRAM |
| **Agenda Category:** | Purchasing Department **Purchasing only:** CAP Pct.3 |

## Information

### CAPTION

Requesting approval of "Certificate of Construction Completion" submitted by project engineer Hinojosa Engineering reflecting the completion date of July 07, 2008 for North Cross Subdivision with contractor Asago dba Asago Construction. C-CAP-08-006-03-06

### BACKGROUND

Requesting approval of "Certificate of Construction Completion" submitted by project engineer Hinojosa Engineering reflecting the completion date of July 07, 2008 for North Cross Subdivision with contractor Asago dba Asago Construction. C-CAP-08-006-03-06

## Fiscal Impact

**FISCAL YEAR:** 8 **ACCT. #:** 8-1311-431-123-498-X-XXX

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

### BUDGETARY IMPACT:

P.O.604201 Final payment has been processed but Release of Retainage has not been processed, pending TXDOT concurrence.

## Attachments

Link: Certificate of Construction Completion North Cross Subd

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Laura Moya | Laura Moya | 11/07/2008 04:16 PM | APRV |
| 2 | Purchasing Department | | 11/07/2008 04:47 PM | NEW |

Form Started By: Marcie Jackson Started On: 11/04/2008 03:06 PM

Final Approval Date: 11/07/2008

## CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON July 7, 2008 A FINAL INSPECTION was made of the project herein described:

**Road and Drainage Improvements of North Cross Subdivision**

DATE: March 6, 2008

OWNER: Hidalgo County Precinct No.3

CONSTRUCTION CONTRACTOR: **Asago Construction** OF THE CITY OF **Mission**, STATE OF TEXAS.

## PROJECT DESCRIPTION

CONSTRUCTION OF: Border Colonia Access Project
**Road and Drainage Improvements of North Cross Subdivision**
CONTRACT # **CAP-08-006-03-08**
Located in or near the Hidalgo County Precinct No.3

**THIS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**

2. That the sum of (0), deducted from final payment of the **Asago Contruction**, is a fair and equitable settlement for the foregoing except work.

3. That **Asago Construction**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **Asago Contruction**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.

5. 

| | |
|---|---|
| Amount of Original Contract : | $ 108,466.25 |
| Present Amount of Contract: | $ 110,868.15 |
| Total Amount of earned to date: | $ 110,868.15 |
| Less: previous payments: | $ 99,781.32 |
| Authorized deductions: | $ 0.00 |
| **AMOUNT OF FINAL PAYMENT:** | **$ 11,086.83** |

6. That the final payment in the amount of (**$11,086.83**) is now due and payable.

**CONCURERED BY:**

**Asago Construction**

By: _____
Raul Iglesias

**Hinojosa Engineering, Inc.**

By: _____
Ricardo Hinojosa, P.E.

**Hidalgo County**

By: _____
J.D. Salinas, County Judge

**AI-12134** **19.J.1.**

**Computer Equipment Purchase**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Matilde Faz, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | Sheriff's Office |

## Information

### CAPTION

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resource contract #SDD-223 awarded vendor-SHI through requisition #142948 in the amount of $6,488.00

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81100423212800020665

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

**BUDGETARY IMPACT:**

Funding for these purchases was secured on requisition number 142848

## Attachments

Link: Computer Purchase

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/05/2008 03:34 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/05/2008 03:48 PM | APRV |
| 3 | Rey Salazar | Rey Salazar | 11/07/2008 09:55 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/07/2008 11:30 AM | APRV |

Form Started By: Matilde Faz Started On: 11/05/2008 02:58 PM

Final Approval Date: 11/07/2008

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00142948

PO #

Date: 11/04/08

Regular 11/12/08 #12134

**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:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** V. RODRIGUEZ
956-393-6023

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | STATE CONTRACT- DIR-SDD-223<br>DO NOT DUPLICATE ORDER | | |
| 8.00 | EACH | HP COMPAQ BUSINESS NOTEBOOK 6730S- CORE 2 DUO T5670 / 1.8 GHZ- RAM 2GB- HDD 250GB - DVD:RW (+R DL)/ DVD- RAM - GMA 4500 MHD- WLAN: BLUETOOTH 2.0 EDR, 802.11 A/B/G/N (DRAFT)- VISTA BUSINESS/ XP PRO DOWNGRADE - 15.4"WIDESCREEN TFT 1280 X 800 (WXGA) | 811.00 | 6,488.00 |
| | | Account No | Encumbrance | |
| | | 8-1100-423-21-280-002-0-665 | 6,488.00 | |
| | | | Freight | .00 |
| | | | Total | 6,488.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

DIR

**Authorized By:** _____

Req# 142948

## Javier Chapa

**From:** Robert_Petrucelli@shi.com
**Sent:** Monday, November 03, 2008 10:54 AM
**To:** javier.chapa@hidalgoso.org
**Subject:** SHI Quote 2872791, Misc.
**Attachments:** SHI-Quote-2872791.htm

Pricing Proposal
Quotation #: 2872791
Created On: Nov-03-2008
Valid Until: Nov-28-2008

## Hidalgo County

**Javier Chapa**

Phone:
Fax:
Email: javier.chapa@hidalgoso.org

## 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 | HP Compaq Business Notebook 6730s - Core 2 Duo T5670 / 1.8 GHz - RAM 2 GB - HDD 250 GB - DVD±RW (+R DL) / DVD-RAM - GMA 4500MHD - WLAN : Bluetooth 2.0 EDR, 802.11 a/b/g/n (draft) - Vista Business / XP Pro downgrade - 15.4" Widescreen TFT 1280 x 800 ( WXGA<br>HP - Laptops & Accs - Part#: KS077UT#ABA | 8 | $811.00 | $6,488.00 |
| | | | Total | $6,488.00 |

**Additional Comments**

**DIR-SDD-223**

*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.*

Req# 142948

CDW

800.581.4239

**Quote Information**

**Quote #:** U311177

**Status:** Open

**Quote Date:** 10/31/2008

**Contact:** JAVIER CHAPA

**Description:** JAILLAPTOP-2

**Billed From Address**

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

**Shipping Address**

HIDALGO COUNTY SHERIFF'S DEPT.

JAVIER CHAPA
ATTN:JAVIER CHAPA
711 EL CIBOLO ROAD
EDINBURG , TX 78539

**Need Help?**

Contact
**Jay Carlile**
Phone: (866) 224-6448
Fax: (312) 705-9492
Email:jaycar@cdwg.com

**Billing Address**

JAVIER CHAPA
ATTN: HIDALGO COUNTY
701 E EL CIBOLO RD
COMPUTER DEPT
EDINBURG , TX 78541-7771

(956) 393-6031

**Payment Method**

Select payment method during checkout.

**Shipping Method**

FedEx Ground

| Product | Contract | CDW | Mfg Part # | Qty | Price | Ext. Price |
|---|---|---|---|---|---|---|
| HP Compaq Business Notebook 6730s - Core 2 Duo T5670 1.8 GHz - 15.4" TFT | Tepn Contract #r4713 | 1534681 | KS077UT#ABA | 8 | $847.87 | $6,782.96 |

| | |
|---|---|
| **Sub-Total** | $6,782.96 |
| Shipping: | $0.00 |
| **Grand Total** | $6,782.96 |

11/05/2008 11:20 3936027 BUDGET OFFICE PAGE 08/15

Req #142948

# ONLINE PRICE QUOTATION

**Quote Number: 2876718**
Today's Date : 10/31/2008 4:56:41 PM
Created By: javier.chapa@hidalgoso.org

**Quote Name: JailLaptops**
Quote Created Date : 10/31/2008 4:55:59 PM
Contract: TX - TEXAS DIR-SDD-223 ( TXDIR )

**Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.**
*Use the File - Print option to print this form for your future reference.*

| Items/description | Part no | Unit price | Qty | Ext price |
|---|---|---|---|---|
| **Base** | | **$879.00** | 8 | $7,032.00 |
| -Smart Buy- HP Compaq 6730s Notebook PC KS077UT#ABA | | $879.00 | | |
| HP Compaq 6730s Notebook PC | **KS077UT#ABA** | | | |
| **Operating system** | | | | |
| Genuine Windows Vista® Business with downgrade to Windows XP Professional custom installed | | | | |
| **Software** | | | | |
| Microsoft® Office 2007 Trial Version included | | | | |
| **Processor** | | | | |
| Intel® Core™2 Duo Processor T5670* (1.8 GHz, 800 MHz FSB, 2MB L2 cache) | | | | |
| **Display** | | | | |
| 15.4 inch diagonal WXGA BrightView (1280 x 800) | | | | |
| **Integrated camera** | | | | |
| Integrated Webcam not included | | | | |
| **Video/graphics** | | | | |
| Mobile Intel® Graphics Media Accelerator 4500MHD, with up to 384MB of shared system memory | | | | |
| **Memory** | | | | |
| 2048MB 800MHz DDR2 SDRAM 1 DIMM | | | | |
| **Internal Storage** | | | | |
| 250GB 5400rpm Hard Drive | | | | |
| **Optical drive** | | | | |
| LightScribe DVD+/-RW SuperMulti DL Drive | | | | |
| **Wireless LAN** | | | | |
| Intel® WiFi Link 5100 (802.11a/b/g/draft-n) | | | | |
| **Bluetooth** | | | | |
| HP Integrated Module with Bluetooth® Wireless Technology | | | | |
| **Battery** | | | | |
| 6-cell (47 WHr) Lithium-Ion battery | | | | |
| **Warranty** | | | | |
| Limited 1 year standard parts and labor warranty | | | | |

**Subtotal: $7,032.00**

**Estimated Lease Cost: $227.77**

The terms and conditions of the TX - TEXAS DIR-SDD-223 will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
http://gem.compaq.com/gemstore/entry.asp?SiteID=12486

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 11/30/2008 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a $50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* Please contact HP Public Sector Sales with any questions or for additional information:

| | | | |
|---|---|---|---|
| K12 Education: | 800-888-3224 | Higher Education: | 877-480-4433 |
| State Local Govt: | 888-202-4682 | Federal Govt: | 800-727-5472 |
| Fax: | 800-825-2329 | Returns: | 800-888-3224 |

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

DATE ENTERED: 11/4/08
REQUISITION #: 142948
DATE APPROVED:
P.O. #:

# HIDALGO COUNTY SHERIFF'S OFFICE
## ADULT DETENTION FACILITY REQUISITION
## QUARTERMASTER

DATE: **11/3/2008**
REQUESTED BY: **CAPT. R. GONZALEZ**
BUDGET: **8-1100-423-21-280-002-0-XXX**
OBJECT CODE: **665-MINOR COMPUTER EQUIPMENT**
CURRENT BALANCE: **$18,531.50**
EXPENDITURE AMOUNT: **$6,488.00**
NEW BALANCE: **$12,043.50**
PURPOSE OF EXP. **PURCHASING LAPTOP COMPUTERS**

| LINE # | ITEM & DESCRIPTION | ITEM # | QTY | UOM | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 1 | hp Compaq Business Notebook 6730s- Core 2 Duo T5670 / 1.8 GHZ - RAM 2 GB- HDD 250 GB - DVD:RW (+R DL)/ DVD-RAM - GMA 4500 MHD- WLAN: BLUETOOH 2.0 EDR, 802.11 A/B/G/N (DRAFT) - VISTA BUSINESS/ XP PRO DOWNGRADE- 15.4" WIDESCREEN TFT 1280 X 800 (WXGA) State Contract - Dir-SDD-223 | PART # KS077UT-#ABA | 8 | EACH | $811.00 | $6,488.00 |

**SHIPPING:** **$0.00**
**GRAND TOTAL:** **$6,488.00**
**ESTIMATED DELIVERY DATE:** 5-7 business days

**Awarded Vendor:** **SHI**
TOTAL COST $6488.00

**Quote:** **CDW-G**
TOTAL COST $6782.96

**Quote:** **HP**
TOTAL COST $879.00

AUTHORIZED BY: _____
DIVISION COMMANDER

APPROVED BY: _____
DIVISION CAPTAIN

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY: _____
CHIEF DEPUTY

PAGE 06/15 BUDGET OFFICE 2008/08/11 11:20 9956027

**AI-12153** **19.K.1.**

**Computer Equipment**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Matilde Faz, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |

**Agenda Category:** Purchasing Department **Purchasing only:** Planning Department

## Information

### CAPTION

Requesting ratification of purchase order #612478 to CDW Government TCPN contract R4713 in the amount of $5,441.62 for the purchase of computer equipment and/or peripherals through the County's membership/participation with (TCPN) The Cooperative Purchasing Network's Cooperative Purchasing Program in order to benefit from a cost effective promotion offered and expiring on 11/10/08.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-419-10-210-001-0-XXX

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

### BUDGETARY IMPACT:

Funds available pending Regular AI-12091 for CC 11-12-08.

8-1100-419-10-210-001-0-665
8-1100-419-10-210-001-0-745

## Attachments

Link: Bundle Computer Purchase

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 12:41 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 01:18 PM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 11/06/2008 02:36 PM | APRV |
| 4 | Dale Kennan | Dale Kennan | 11/06/2008 03:31 PM | APRV |
| 5 | Auditor's Office | Linda Fong | 11/06/2008 04:48 PM | APRV |

Form Started By: Matilde Faz Started On: 11/05/2008 04:32 PM

Final Approval Date: 11/06/2008

# Purchase Order

# COUNTY OF HIDALGO

PO#: 612478

DATE: 11/06/08



VENDOR: 153915 REQ:00142979

Email:

Phone:

CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061

Vendor Acct:

BUYER: ICASTILLO
SHIP TO: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

CONTACT:
SITE: PLANNING DEPARTMENT

Special Instructions: Req. #118

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<br><br>Budget is transfering money for this item on CC Mtg of 11/12/08 | | |
| 2 | EACH | 1558407 HP SB XW8600 5440 250GB 2GB XPP-BUN (WorkStations) Mfg#:CPQ-RB452UT#ABA-BUN 3 Contract:TCPN Contract #R4713 - R4713 **Bundle Components** 1488357 HP QUADRO FX570 256M- Qty 1; 1558406 HP SB XW8600 5440 25 Qty:1; 1277772 HP SB DDR2-667 1GB E Qty:2 | 2,463.82 | 4,927.64 |
| 2 | EACH | 1421583 HP SB L2208W 22" Wide Mfg#: CPQ-GX007A8#ABA Contract: TCPN Contract #R4713 R4713 | 256.99 | 513.98 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 5,441.62 |
| | | ********** For Hidalgo County use only | | |
| | | 8-1100-419-10-210-001-0-665 | | 513.98 |
| | | 8-1100-419-10-210-001-0-745 | | 4,927.64 |
| | | Approved ---------- | | |

**Authorized by:** Martha L. Salazar

# Requisition

Req # 00142979

PO #

Date: 11/04/08

Regular # 12153 11/14/08

**Bill To:** x
x

**Vendor :** 153915
CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061

**Ship To:** PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

**Contact:** Irma Castillo
956-318-2840

**Contract No:**

**Special Instructions:**
Req. #118

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | Budget is transfering money for this item on CC Mtg of 11/12/08<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | EACH | 1558407 HP SB XW8600 5440 250GB 2GB XPP-BUN (WorkStations) Mfg#:CPQ-RB452UT#ABA-BUN 3 Contract:TCPN Contract #R4713 - R4713 **Bundle Components** 1488357 HP QUADRO FX570 256M-Qty 1; 1558406 HP SB XW8600 5440 25 Qty:1; 1277772 HP SB DDR2-667 1GB E Qty:2 | 2,463.82 | 4,927.64 |
| 2.00 | EACH | 1421583 HP SB L2208W 22" Wide Mfg#: CPQ-GX007A8#ABA Contract: TCPN Contract #R4713 R4713 | 256.99 | 513.98 |
| | | Account No | Encumbrance | |
| | | 8-1100-419-10-210-001-0-665 | 513.98 | |
| | | 8-1100-419-10-210-001-0-745 | 4,927.64 | |
| | | # 48775<br># 48726 | Freight | .00 |
| | | | Total | 5,441.62 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

TCPN

**Authorized By:** _____

The Right Technology. Right Away.™

www.CDWG.com
800-808-4239

# SALES QUOTATION

QUOTE NO. MFX1578 | 8532162 | 10/23/2008

Pg #142 of 79

IRMA CELIA CASTILLO
1304 S 25TH AVE

HIDALGO COUNTY PLANNING DEPT
EDINBURG, TX 78539-7205

HIDALGO COUNTY PLANNING DEPT
1304 S 25TH AVE

IRMA CELIA CASTILLO
EDINBURG, TX 78542-7205
Contact: IRMA CELIA CASTILL956-318-2840

9563182840

WORKSTATION QUOTE

JAY CARLILE 866-224-6448 FEDEX Ground MasterCard/Visa Go GOVT-EXEMPT

| | | | | |
|---|---|---|---|---|
| 2 | 1558407 | HP SB XW8600 5440 250GB 2GB XPP-BUN<br>Mfg#: CPQ-RB452UT#ABA-BUN3<br>Contract: TCPN CONTRACT #R4713<br>R4713<br>** Bundle Components **<br>1488357 HP QUADRO FX570 256M Qty: 2<br>1558406 HP SB XW8600 5440 25 Qty: 2<br>1277772 HP SB DDR2-667 1GB E Qty: 4 | 2463.82 | 4927.64 |
| 2 | 1421583 | HP SB L2208W 22" WIDE<br>Mfg#: CPQ-GX007A8#ABA<br>Contract: TCPN CONTRACT #R4713<br>R4713 | 256.99 | 513.98 |

| | |
|---|---|
| SUBTOTAL | 5441.62 |
| FREIGHT | .00 |
| SALES TAX | .00 |

US Currency
5,441.62

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9492

*Please remit payment to:*
*CDW Government, Inc.*
*75 Remittance Drive*
*Suite 1515*
*Chicago, IL 60675-1515*

**AI-12151** **19.L.1.**

# Grace Period Extension with Authority to Advertise for: Records Manangement & Imaging

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Rocio Villarreal, PURCHASING DEPT. |
| **Submitted For:** | Rocio Villarreal |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department |
| **Purchasing only:** | County Clerk |

## Information

### CAPTION

A. Requesting authority to exercise the sixty (60) day grace period extension (as provided in contract) for the "Records, Management, and Imaging" for the County Clerk's Office under the same rates, terms and conditions with ACS/Government Records Services with an effective date of 11/10/08 - 01/08/09 so as to have no lapse in service while the procurement process is completed.

B. Requesting authority to advertise a request for proposal for: "Records, Management, and Imaging " and approval of specifications to be developed and drafted by County Clerk's Office.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1237-415-40-180-003-0-341

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

**BUDGETARY IMPACT:**

Available Balance as of 11-6-08 $168,755.69

## Attachments

Link: Extension

Link: Specifications

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 11/06/2008 03:06 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/06/2008 03:33 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 11/06/2008 03:38 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/06/2008 04:46 PM | APRV |

Form Started By: Rocio Villarreal Started On: 11/05/2008 04:26 PM

Final Approval Date: 11/06/2008

# PURCHASING DEPARTMENT
## County Of Hidalgo

November 5, 2008

Mr. Lynn Moore Sr.
ACS/Government Records Services
2800 W. Mockingbird Lane
Dallas, TX 75235

Via Fax (214) 358-1622

Re: C-04-228-11-09-Records, Management, and Imaging-Hidalgo County Clerk's Office

Dear Mr. Moore:

Commissioners' Court will take applicable action (Wednesday, November 11, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of November 10, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, November 6, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 11-5-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

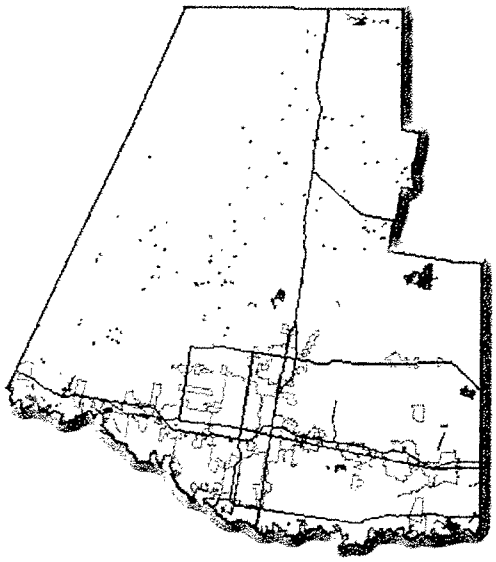
Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

**Response to RFO # 04-228-08-13:**

# ACS RECORDS MANAGEMENT AND IMAGING FOR HIDALGO COUNTY CLERK'S OFFICE

***August 25, 2004***



***Submitted By:***

ACS Government Records Services
2800 W. Mockingbird Lane
Dallas TX 75235
*www.acsgrm.com*
Lynn Moore, Sr.
ACS Vice President of Special Accounts
214-902-5000

A C S®

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A C S

*Government Records Services*

**ACS Transmission Letter**

August 18, 2004

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
100 E. Cano, 4th Floor, Adm Bldg.
Edinburg, Texas 78539

Dear Ms. Salazar,

Thank you for this opportunity to submit our bid response to Request for Offer #04-228-08-25: "Hidalgo County Clerk's Office-Records Management and Imaging." We have received Addendums #1 and #2 and have enclosed them with acknowledging signatures, in our bid response packet.

As the Clerk's long-time vendor, ACS has established an impeccable record of service and support to the Hidalgo County Clerk's Office. We fully understand the needs and the operations of the Hidalgo County Clerk's office, far better than any other prospective vendor.

ACS agrees to deliver goods and services in total compliance with all specifications and requirements listed in this RFO. Our proposal includes upgraded equipment for the Clerk's office, including but not limited to installation of new, high-speed scanners as demonstrated recently to the Clerk and his Deputy, that will enable the Clerk to stay well ahead of increasing processing demands by accelerating workflow through the Clerk's office.

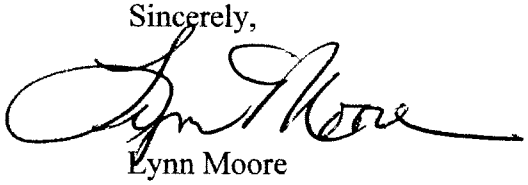
The change in workflow will include new procedures such as bar coding a coversheet to insure proper identification of all documents. This will facilitate the scanning procedures to allow the work to be done quickly by the high speed scanners. It will eliminate scanning logjams.

Electronic Recording capability will be included in the upgraded system design.

**ACS Government Records Services**
2800 W. Mockingbird Lane, Dallas TX 75235
Phone (214) 902.5000

We are confident that our proposal and generous pricing will be acceptable to the County and we look forward to continuing to serve Hidalgo County Clerk's Office for many years to come.

Sincerely,



Lynn Moore
VP, Special Accounts

# PURCHASING DEPARTMENT
## County Of Hidalgo

**RFO Cover Letter from County**

August 03, 2004

Re: **HIDALGO COUNTY**
Request For Offer: **"Records, Management and Imaging- Hidalgo County Clerk's Department"**
**RFO NO: 04-228-08-13**

Dear Respondents:

Enclosed please find a Request for Offer (RFO) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFO process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vg

Enclosures

# PURCHASING DEPARTMENT
## County Of Hidalgo

**RFO Checklist**

**REQUEST FOR OFFER (RFO) CHECKLIST**
**HIDALGO COUNTY**

**"Records, Management and Imaging"**
**Hidalgo County Clerk's Office**

**RFO NO: 04-228-08-13**

1. **Request For Offer Letter.**
2. **Request for Offer , Legal Notice, consisting of 8 pages.**
3. **Specifications, Exhibit A, consisting of 11 page.**
4. **Bid Page**
5. **Bidder's/Vendor's Application.**
6. **Historically Underutilized Business (HUB) Declaration form.**
7. **Request for Taxpayer Identification Number and Certification form.**
8. **Insurance Requirements (Exhibit C), consisting of 3 pages.**

**The above mentioned items shall be found in the Request for Offer (RFO) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you**

Martha L. Salazar/mm
**Martha L. Salazar, CPPB, Purchasing Agent**

08/03/04
**Date**

# PURCHASING DEPARTMENT
## County Of Hidalgo

| RFO No: 04-228-08-13 | Buyer: Veronica Gomez | Tel. No: (956) 318-2630 |
|---|---|---|

**REQUEST FOR OFFER**

**Hidalgo County**
Edinburg, Texas

Records, Management, and Imaging- Hidalgo County Clerk's Office

August 13, 2004

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

956-318-2626

Form HCPD-04

**LEGAL NOTICE** **RFO NO: 04-228-08-13**

1. Sealed Offers will be received for **ARecords, Management and Imaging- Hidalgo County Clerk's Office,"** in accordance with the specifications attached hereto as Exhibit "A." Offerors should address all specifications set forth. Offerors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall offer.

2. All Offers must be submitted in a sealed envelope labeled, **"RFO- ARecords, Management and Imaging- Hidalgo County Clerk's Office"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas **on or before 12:00 P.M., Friday, August 13, 2004. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY OFFER RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFO.**

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this offer that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all offers submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best offer for approval; and C. award the RFO to one offeror or to multiple offerors if the County determines it is in its best interest to do so. Receipt of any offer shall under no circumstances obligate County to accept the lowest dollar offer. The award of this contract shall be made to the responsible offeror whose offer is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible offeror, or to reject all offers and re-advertise.

5. For work to be performed at a County-owned or operated location, each offeror shall, in its sole discretion, visit the job site before preparing the offer and thoroughly familiarize himself/herself with existing conditions. Offerors should take field dimensions and note all circumstances which affect the dollar amount of the offer.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, offerors are required to include illustrations, specifications, explanation of warranties, and service data with their offer including catalogue numbers and any necessary references.

7. No offer may be withdrawn within sixty (60) days from the scheduled time to open.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced offer opening.

9. Any interpretations, amendments, corrections or changes to this offer document must be in a written addendum and signed by the County Judge, or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Offer. Offerors shall acknowledge receipt of all addenda as a part of their offer.

10. County reserves the right to accept or reject any or all Offers .

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a offer or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

9. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a coy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a competed W-9 form and a copy of their Federal ID Number Certificate.

10. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Director of Purchasing before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful offers
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **ARecords, Management and Imaging- Hidalgo County Clerk's Office"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

J.D. Salinas, County Clerk
Hidalgo County Clerk's Office
100 N. Closner
Edinburg, Texas 78539

17. Schedule of Events

**Offer Opening, 12:00 P.M. August 13, 2004**
Award of Contract _____, 200__
Commence Work or Deliver Products _____, 200__

18. Offer or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of an offer, and prior to commencement of the actual work, the offeror shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or offer therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. If, during the life of any contract or offer awarded, the successful offers's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Offers, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Offerors: A prospective offer must affirmatively demonstrate offerors' responsibility. A prospective offeror, by submitting a offer, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the offer;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful offerors will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful offers's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful offeror will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful offeror; County reserves the right to terminate any contract immediately in the event a successful offeror fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

26. Successful offeror shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from offer award. Successful offeror indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offers shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful offeror's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful offeror.

27. Successful offeror shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful offeror within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful offeror shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Offeror shall provide with the offer response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Offers must provide **all** documentation requested with this Offer in their response. Failure to provide this information may result in rejection of the offer as non conforming.

**Offer Acknowledgement Page**

Offer
for
**Records, Management and Imaging**
**Hidalgo County Clerk's Office**
**RFO No: 04-228-08-13**

August 13, 2004

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned offeror proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned offeror further agrees, upon acceptance of its offeror, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

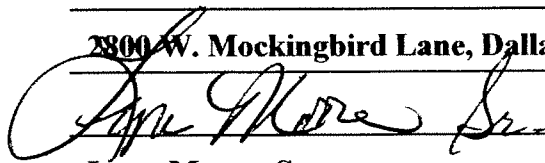
Offeror acknowledges receipt of all of the pages of the documents referenced in the Request For Offer Checklist presented in connection with this procurement. Offeror understands that Hidalgo County reserves the right to reject any or all offers and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best offer.

Offeror agrees that this offer shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving , as contained in the Specifications.

Respectfully submitted,

Offeror: **ACS State and Local Solutions, Inc.**

Address: **2800 W. Mockingbird Lane, Dallas TX 75235**

By: 

Printed Name: **Lynn Moore, Sr.**

Title: **VP Special Accounts**

## Specifications

**HIDALGO COUNTY, TEXAS**
**COUNTY CLERK**
**RECORDS, MANAGEMENT AND IMAGING SYSTEM**
**RFO NO. 04-228-08-13**

**OBJECTIVE**:

The objective of this Request for Offer (RFO) is to obtain offers for a turnkey fully integrated records management and document image processing system and specific vendor provided production services (hereinafter referred to as the "System") for the Office of the County Clerk for Hidalgo County (hereinafter referred to as the "County" or the "Clerk")

The vendor provided system and services must consist of all hardware, operating system software, application software, and any items such as networking (i.e. replacing existing cable to meet Level & specifications) and communications needed to implement the requirements of this RFO including delivery, installation, documentation, maintenance, and user training.

The vendor must provide the following services:

1. Creation of microfilm from the digital images of scanned real property documents as an archival media.
2. Indexing of all Real Property Records with a guaranteed 72 hour turnaround.

Vendor is also to provide all accessories, labor and materials including all consumables such as paper, toner cartridges, microfilm, and printer ribbons necessary for a turnkey system.

The system functionality includes digital image capture (scanning), storage, retrieval and automated cashiering for the following document types:

A. Real Property Records (Official Records)
B. Uniform Commercial Code Records/Financing Statements
C. Birth Records
D. Death Records
E. Marriage Records
F. Cattle Brands

For Marriage records there is the requirement to generate both the marriage license application and the marriage certificates in accordance with State of Texas and Hidalgo County forms.

The Hidalgo County Clerk currently has online document images from October 1978 through current. Vendor must convert all existing document images within a 90 day period upon award of this contract.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should be quoted on a monthly fee basis.

### I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client-server. The local area network (having one or more segments) must support at least 100BASE-TX (100 Mbps) topology.

It is required that all client workstations run the MS-Windows 98 or MS-Windows NT 4.0 workstation graphical environment.

The server must be a multiprocessing unit capable of performing standalone data processing, image processing, and communications concurrently. The server must also include a relational data base management system with a suitable suite of utility functions. The server (or servers) must be capable of processing document image requests from browser based (internet/intranet connected) workstations.

The proposed system must implement industry open standards in hardware and software to protect the County's investment and offer distributed processing capabilities, allowing information to flow transparently between the proposed imaging system and the County's existing systems.

**Workstations**

All workstations shall be IBM PC compatible and consist as a minimum of an Intel Pentium III 650 Mhz processor, 128 MB of main memory, 10 Gigabytes of hard disk and a 21 inch high resolution color monitor with a minimum resolution of 1600 x 1280 pixels (120 dots per inch) in a dual page display mode.

**Image Printers**

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 17 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed.

**Scanners**

Scanners must be capable of scanning up to a minimum of 400 dpi at a sustainable rate of not less than 22 pages per minute and handle documents from 3" x 5" to 11" x 17".

**Disk Array**

The server must have a configurable magnetic disk array subsystem (RAID). The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth through the contractual period.

**Cashiering Workstations**

Cashiering Workstations shall consist as a minimum of an Intel Pentium III 550 Mhz processor, 128 MB of main memory, 9 Gigabytes of hard disk, (4 of which must contain 100 MB Zip Disk Drive), 17" SVGA color monitor, and equipped with a cash drawer and with printing device capable of printing all required stamps and receipts and validation information. It is required that scanners be attached directly to cashiering workstations thus allowing cashiering and scanning to occur in a single step operation.

**Configuration**

The work flow will require a minimum of 8 cashiering stations with scanners, 3 marriage license cashiering stations with laser printers, 17 cashiering stations without scanners, (4 of which must contain 100 MB Zip Disk Drive), 2 vital statistics scanning workstations, 12 public access document viewing stations, 2 court records scanning workstations, 3 administrative workstations (laptops with docking stations) with 100 MB External USB Zip Drives, and 13 laser printers. This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least two (2) off site substations shall be included. They should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the data base expands, or as more Internet or

remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk document image records.

**Service and Support**

Vendor shall provide for full installation support and any on-going training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, software and hardware (cabling), whether the change is required by system upgrade, work-load fluctuations, changes in standards or requested by Hidalgo County. This effort shall be accomplished by the vendor at no additional cost to Hidalgo County.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 working hours after failure. Maintenance hours are 9 hours a day (8 AM through 5 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., paper, toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Hidalgo County desire that the support and maintenance depot location for this system be in the state of Texas.

Vendor's system shall include a modem for remote software debug and maintenance in an on-line mode. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem, and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable timetable for the conversion at no additional cost to Hidalgo County.

The system must be available during Hidalgo County operational hours, therefore the vendor is required to have a permanent onsite support person available during maintenance hours.

**System Backup and Off-site Data and Image Storage**

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

**Documentation**

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

**Uptime**

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure.

## II. SCOPE OF SERVICES

All work must be performed by the vendor - no subcontractors are allowed. Vendors must provide evidence of their in-house capability.

Vendor shall safeguard all information and data provided by the County. Proprietary ownership of all data, regardless of what media it is stored on, is retained by Hidalgo County. Any reproduction or duplication must have the written approval of the Hidalgo County Clerk.

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least three references where proposed software is processing public records, including County name, contact name, telephone number and length of time software has been installed.

## III. SPECIFICATIONS

**General Specifications**

1. The system must be capable of handling 600 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors and weights of paper. The system must process documents having strips of paper attached over the top of another sheet along with staples and paper clips. Images must be taken from the original documents. Copying of documents for imaging purposes is not allowable.

2. They must perform all of the recording functions while the person filing the document waits for its return. Large groups of filings will be processed separately in a batch.

3. All equipment, software and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.

4. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by and under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.

5. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or copy only and provide sufficient security to preclude any possibility of altering documents.

6. System must have user interface software allowing the novice operator to accomplish tasks through the use of a simple sequence, allowing quick access with a minimum of confusion, delay or instruction. Workstations should turn-off after 5 minutes of inactivity.

7. The system must provide an audit trail of all activity which can be produced on a daily basis.

8. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to-index originator to complete the index.

9. The systems and information must be compatible with HTML format so as to allow future Internet compatibility.

10. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

## IV. WORKFLOW SPECIFICATIONS

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use "unknown" in the document type and allow the operator to update to the correct type.
- Enter how many pages are in each document.
- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type the system will automatically calculate any taxes due.
- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.
2. System must assign current recording date-year month day (yyyy mm dd) and time-hour, minute and seconds am/pm (hh:mm:ss) for each document.
3. System will assign a receipt number, an transaction validation number, and a cashier identification number and generate a receipt which also identifies all document types and moneys collected.

   Included on the receipt

   - Received From:-Name and Address
   - List of fees by document number and type
   - Method of payment (include check number or numbers if multiple checks)
   - Any change required
   - Receipt number
   - Validation number (sequential transaction number)
   - Cashier identification and station number
   - Total fee amount
   - Date
4. System will imprint the first page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

   - Date and Time - on first page only
   - Fee Amount - on first page only
   - Cashiering Validation Information - on first page only
   - Instrument number - on first page only
   - File stamp - on last page only

   The system must allow the ability to change the locations of the stamps as necessary.
5. The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.
6. The system must document all transactions recorded and amount charged.

7. The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged and name and address tables.

8. The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

9. The system must issue monthly balance statements.

10. The system must include a cash drawer for each cashiering workstation. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each station will be uniquely identified. The end of day reconciliation report should allow for a remarks field to enter operator signatures and comments.

11. Voided transactions must be documented by the system.

12. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

13. The system must process all check returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

14. Once a transaction has been entered into the system, there can be no deletions or alterations made to that transaction, changes to the cashiering system may be made only by off-setting transactions.

15. The on-line index real property database will require the vendor to convert and load the entire database onto the new system. We must have on-line correction capability. All of our current inquiry screens capability must be available on the image viewing terminals using the new system. For indexed entries to which there is an image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.

16. All images are to be available to the public for viewing without operator intervention. Image selection for viewing should be accomplished with no keying of data. Copies should be available at a cashier workstation through a printer.

17. System must capture the image via batch scanning onto a hard disk for viewing and any needed re-scanning.

18. System must return images to the screen after an inquiry to the index. First page image response time must be less than five seconds for any requested document For each following page of a document, less than two second page 'turn' time is required. Print start time must be less than twenty seconds from request. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system.

19. System to pre-determine the amount of time a workstation monitor stays on-line (off after 5 minutes of inactivity) for cashiering, public retrieval, etc.

20. System must be capable of producing hard copies immediately after imaging. The user must have capability to print images with or without viewing them. The software must allow images to be printed either page-by-page or as an entire document.

21. Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated at 90-degree intervals and to reverse the image from

white to black and vice versa.

22. Safeguards must be included to prevent the deletion or alteration of any image.

23. The system must provide in each scanning workstation an image processing board to automatically sharpen image. Operator must be able to bypass this feature and manually adjust the image or take two images if necessary.

## V. RFO - RESPONSE FORMAT

All responses are to be formatted to comply with Exhibit A to this RFO. In addition, the offer should include a letter of transmittal as well as an executive summary highlighting the vendor's capability, expertise, and experience, as well as any cost or technical advantages provided in the offer to Hidalgo County. Vendors are requested to be specific and avoid "boiler plate" information whenever possible.

## VI. GENERAL REQUIREMENTS

**Scope of the Contract - Requirements**

The RFO, bidder's offer, submitted documents, and any negotiations when properly accepted by Hidalgo County, shall constitute a contract equally binding between the successful bidder and Hidalgo County until a formal contract is made and entered into by and between the successful bidder and Hidalgo County.

This will be a firm fixed-price contract calling for delivery of the products or services identified herein at the stated prices submitted by the bidder. Upon acceptance of a bid by the Hidalgo County Purchasing Agent, the successful bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with any Terms and Conditions, and General Provisions contained herein.

**Competitive Offers**

Offers will be opened so as to avoid disclosure of contents to competing bidders, and kept secret during the process of negotiation. However, all offers shall be open for public inspection after award except for trade secrets and confidential information contained in the offers and identified as such.

## VII. SELECTION CRITERIA

The award of the contract will be made to the responsible bidder whose offer is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of the price and other evaluation factors set forth herein or in the law.

Offers will be evaluated and scored using a comprehensive set of criteria including the following (listed in the order of importance):

1. Ability of the bidder to meet the contractual requirements specified.

2. Ability of the response to meet the functional and technical requirements specified.

3. Compliance with the mandatory requirements of the RFO.

4. Qualifications and experience of the bidder including customer references, project personnel, and experience with similar systems.

5. Bidder's financial stability, and longevity, and long term commitment to the project.

6. Ability to demonstrate the proposed capabilities and system.

7. Project management plan and training proposed.

8. The understanding demonstrated by the bidder of the requirements for the modification, installation, conversion, training, implementation, and ongoing support, and maintenance of this system.

9. Pricing of the offer relative to other offers received, and methods of payment or creative financing.

10. Adherence to the requested offer format. This includes the professionalism, thoroughness, and format of the presentation.

Hidalgo County will be objective and fair as possible in evaluating all offers received. However, some subjective judgments must by made in the evaluation process. By submission of an offer, bidder acknowledges and accepts the evaluation methodology. Award will be made in the best interests of Hidalgo County.

Selected bidders may be invited to make oral presentations to the County. Vendor representatives attending the oral presentation shall be technically qualified to respond to any questions related to the proposed system.

Negotiations may be conducted with responsible bidders who submit offers determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of offers. Revisions to offers may be permitted after submission and before award for the purpose of obtaining best and final offers.

Any oral negotiations must be confirmed in writing prior to award.

Award may be made without negotiation of offers with any bidder.

**Proposer Responsibility**

It is the responsibility of each vendor before submitting an offer:

1. To examine thoroughly the contract documents and other related data identified in the request for offer documents.

2. To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

3. To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

4. To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

5. To promptly notify the County Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**Protests, Disputes and Appeals**

Protests before award must be submitted in writing to the County Purchasing Agent and shall be heard by Commissioners Court prior to award.

Protests after award must be submitted in writing to the County Purchasing Agent within ten calendar days after notification of such award. The Purchasing Agent routinely will forward a written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the Purchasing Agent, the protestant may appeal the decision within ten calendar days after receipt thereof, to the County Purchasing Agent outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the bidder/contractor, the appeal will be submitted to Commissioners Court. The appellant shall then have the right to be heard in open court by Commissioners Court.

The County Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the County Purchasing Agent shall be null and void.

The decision of Commissioner's Court shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this County, and in accordance with the laws of the State of Texas.

**Prices**

All prices in this solicitation shall be complete showing where applicable, all charges relative to the delivery, installation, maintenance, repair, removal, etc., and no additional payments shall be made by Hidalgo County unless they appear in the bids submitted herein.

## VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms and conditions. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for next contract term.

**Insurance and Liability**

During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed in Exhibit C attached herein. With respect to required insurance, Contractor shall;

1 Name Hidalgo County as additional insured/or an insured, as its interests may appear.

2 Provide Hidalgo County a waiver of subornation.

**Exhibit A – Bid Page**

**HIDALGO COUNTY, TEXAS**
COUNTY CLERK OFFICE
RECORDS, MANAGEMENT AND IMAGING
RFO NO. 04-228-08-13
"Exhibit A"

| | | |
|---|---|---|
| Records Management & Imaging System | **$18,000.00** | Per Month |
| Computerized Indexing of Land Records | **$1.43** | Per Instrument |
| Other Charges | **N/A** | |

| | |
|---|---|
| Offerer's Name: | **ACS Government Records Services** |
| Address: | **2800 W. Mockingbird Lane** |
| City/ State/ Zip Code: | **Dallas TX 75235** |
| Phone Number: | **214-902-5000** |
| Fax Number: | **214-358-1622** |

| | |
|---|---|
| Authorized Signature: | Lynn Moore Sr. |
| Printed Name: | **Lynn Moore, Sr.** |
| Title: | **VP Special Accounts** |
| Date: | **August 25, 2004** |

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**Bidder/Vendor Application Form**

# HIDALGO COUNTY
# PURCHASING DEPARTMENT

VENDOR NO.: _____ ENTRY DATE: _____

## Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

| | |
|---|---|
| **Company Name** ACS Government Records Services | **Telephone No. ( )** (214)-902-5000 |
| **Mailing Address** 2800 W. Mockingbird Lane | **Fax No. ( )** 214-358-1622 |
| **City, State, Zip** Dallas, TX 75235 | **Tax I.D. No.** |
| **Remit to Address** 2800 W. Mockingbird Lane | **City, State, Zip** Dallas, TX 75235 |
| **Representative(s) Name(s) & Title(s)** Lynn Moore, Sr.; VP Special Accounts | |

**Type of Organization (check one):** ____ Individual ____ Partnership __X__ Corporation ____ LLC ____ Other, Specify _____

**Federal Identification No. or (if individual) SS No.** FEIN: 75-2511535

**State of Incorporation:** Delaware **Other:** _____

**Type of Business (check one):** ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor __X__ Service Organization ____ Other, Specify _____

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**
Lynn Moore, Sr., VP Special Accounts

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

**Disadvantaged Business (At Least 51% Ownership)**

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☒ No
**Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** ☐ Yes ☒ No

**What type of product(s) is/are solicited by your company?:** Land Record Systems & Services
**Would you like to be provided with specifications for procurements of such products?:** ☒ Yes ☐ No

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**HUB Declaration Form** **NOT APPLICABLE**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ State General Services Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

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HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

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HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

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## W-9 Form

Form **W-9** (Rev. January 2003)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name
**Government Records Services**

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
**2800 West Mockingbird Lane**

Requester's name and address (optional)

City, state, and ZIP code
**Dallas, TX 75235**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
7 5 - 2 5 1 1 5 3 5

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► *Lynn Moore Sr.* Date ► **August 25, 2004**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

**1.** Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

**2.** Certify that you are not subject to backup withholding, or

**3.** Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

**1.** The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

**2.** The treaty article addressing the income.

**3.** The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**4.** The type and amount of income that qualifies for the exemption from tax.

**5.** Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Cat. No. 10231X

Form **W-9** (Rev. 1-2003)

**Exhibit C – Insurance Requirements**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**Insurance Requirement Acknowledgement Form**

# Insurance Requirement Acknowledgment

I, Lynn Moore Sr., authorized representative for **ACS Government Records Services**
**Lynn Moore, Sr.** Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

☒ have already been met, see attached copy of insurance certificate.

Lynn Moore Sr.
Authorized Representative

**August 25, 2004**
Date

**Notice to Bidder:** Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**ACS Insurance Certificate**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/13/2004

DATE (MM/DD/YY) 08/20/2004

PRODUCER
LOCKTON COMPANIES OF DALLAS, INC.
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1057190 Affiliated Computer Services, Inc.,
2828 N. Haskell
Dallas TX 75204

INSURER A: Ace American Insurance Company
INSURER B: American Guarantee & Liability
INSURER C: Am. Internat'l Specialty Lines
INSURER D:
INSURER E:

COVERAGES AH

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT X LOC | HDOG19905056 | 07/17/2004 | 06/30/2005 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 100,000 |
| | | | | | MED EXP (Any one person) | $ 5,000 |
| A | | $1,000,000 | 05/17/2004 | 05/17/2005 | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>X Physical Damage<br>comp/collision | ISAH07942436 | 07/17/2004 | 06/30/2005 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | GARAGE LIABILITY<br>ANY AUTO | NOT APPLICABLE | | | AUTO ONLY - EA ACCIDENT | $ XXXXXXX |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ XXXXXXX |
| | | | | | AGG | $ XXXXXXX |
| B | EXCESS LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE UMBRELLA FORM<br>RETENTION $ | AUC9304213-02 | 05/17/2004 | 05/17/2005 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | $ XXXXXXX |
| | | | | | | $ XXXXXXX |
| | | | | | | $ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WLRC43969092 | 07/17/2004 | 06/30/2005 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | OTHER<br>Professional Liability | 3488977 | 10/13/2003 | 10/13/2004 | $20,000,000 | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

NAME IN CONTRACT: ACS GOVERNMENT RECORDS MANAGEMENT DIV. OF ACS STATE AND LOCAL SOLUTIONS, INC. RE: RFP NO. 99-113-08-11. CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED. WAIVER OF SUBROGATION WITH RESPECT TO GENERAL LIABILITY IS PROVIDED.

CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER: ____

2021762
HIDALGO COUNTY CLERK'S OFFICE
ATTN: PURCHASING DEPT.
100 N. CLOSNER ST.
P.O. BOX 58
EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ross Sloan


© ACORD CORPORATION 1988

**Project Requirements Acknowledgement Form**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, **Lynn Moore, Sr.**, possess all of the **APPLICABLE**:

1. Licenses: X
2. Bonds: X
3. Certificates: X
4. Permits: X
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

**August 25, 2004**
Date

**ACS Government Records Services**
Company

**2800 W. Mockingbird**
Address

**Dallas TX 75235**
City, State, Zip

## ACS Proposed System Configuration

### A. Index Database Server - Quantity 1

Hardware

Hewlett Packard ProLiant ML370 Generation 3 Rack Mount
Qty (2) - Intel XEON 3.2 GHz
Integrated 1024 KB Level 2 cache memorylprocessor
5124 MB PC-2100 Registered DDR SDRAM
Qty (2) - 10/100/1000 EthernetlFast Ethernet/Gigabit Ethernet
48X IDE CD-ROM
Floppy Disk Drive
Integrated Dual Channel Wide Ultra3 SCSI Adapter
Smart Array 642 U320 SCSI Controller with 64 MB Battery Backup
587.2 GB Hot Plug (4 x 146.8 GB 10,000 rpm) Wide U320 SCSI
Hewlett Packard 160/320 SDLT Cartridge Tape
Hot Plug Redundant Power Supply Module
Hot Plug Redundant Fan Kit
Remote Insight - Lights Out

Software

Microsoft Windows 2003 Server
Microsoft SQL Server 2000 Database Management System
Computer Associates BrightStor ARCserve V9
Computer Associates eTrust Antivirus (Server + Clients)
A CS GRM 20120 Perfect Vision Server
Symantec pcAnywhere Host

### B. Index Database Backup Server / FTP Server - Quantity 1

Hardware

Hewlett Packard ProLiant ML370 Generation 3 Rack Mount
Qty (2) - Intel XEON 3.2 GHz
Integrated 1024 KB Level 2 cache memorylprocessor
5124 MB PC-2100 Registered DDR SDRAM
Qty (2) - 10/100/1000 Ethernet/Fast EthernetlGigabit Ethernet
48X IDE CD-ROM
Floppy Disk Drive
Integrated Dual Channel Wide Ultra3 SCSI Adapter
Smart Array 642 U320 SCSI Controller with 64 MB Battery Backup
587.2 GB Hot Plug (4 x 146.8 GB 10,000 rpm) Wide U320 SCSI
Hewlett Packard 160/320 SDLT Cartridge Tape
Hot Plug Redundant Power Supply Module
Hot Plug Redundant Fan Kit
Remote Insight - Lights Out

Software

Microsoft Windows 2003 Server
Microsoft SQL Server 2000 Database Management System
Computer Associates BrightStorARCserveV9
A CS GRM 20120 Perfect Vision Server
Symantec pcAnywhere Host

**C. Image Storage Server - Quantity I**

Hardware

Hewlett Packard Probant ML370 Generation 3 Rack Mount
Oty (2) - In tel XEON 3.2 GHz
Integrated 1024 KB Level 2 cache memory / processor
5124 MB PC-2100 Registered DDR SDRAM
"Qty (2) - 10/100/1000 Ethernet/Fast Ethernet/Gigabit Ethernet
440.4 GB Hot Plug Internal (3 x 146.8 GB 10,000 rpm) Wide U320 SCSI
48X IDE CD-ROM
Floppy Disk Drive
Integrated Dual Channel Wide Ultra3 SCSI Adapter
Smart Array 642 U320 SCSI Controller with 64 MB Battery Backup
Smart Array 64041256 U320 SCSI Controller
Qty (2) - MSA 30 U320 SCSI Storage Enclosure
3,082 GB Hot Plug (21 x 146.8 GB 10,000 rpm) Wide U320 SCSI
Hewlett Packard 160/320 SDLT Cartridge Tape
Hot Plug Redundant Power Supply Module
Hot Plug Redundant Fan Kit
Remote Insight - Lights Out

Software

Microsoft Windows 2003 Server
Computer Associates BrightStor ARCserve V9
A CS GRM 20120 Perfect Vision Server

**D. Electronic Recording GateKeeper Server - Quantity I**

Hardware Hewlett Packard ProLiant ML370 Generation 3 Rack Mount
Intel XEON 2. 8 GHz
Integrated 1024 KB Level 2 cache memorylprocessor
2048 MB PC-2100 Registered DDR SDRAM
Qty (2) - 10/100/1000 EthernetlFast EthernetlGigabit Ethernet
48X IDE CD-ROM Floppy Disk Drive
Integrated Dual Channel Wide Ultra3 SCSI Adapter
Smart Array 642 U320 SCSI Controller with 64 MB Battery Backup
440.4 GB Hot Plug (3 x 146.8 GB 10,000 rpm) Wide U320 SCSI
Hewlett Packard 1601320 SDLT Cartridge Tape
Hot Plug Redundant Power Supply Module
Hot Plug Redundant Fan Kit
Remote Insight - Lights Out

Software

Microsoft Windows 2003 Server
Microsoft SQL Server 2000 Database Management System
Computer Associates BrightStor ARCserve V9
ACS GRM 20120 Perfect Vision Server - E-Recording GateKeeper

**E. Server Rack**

Hardware

Hewlett Packard Rack Model 10642 (42U)
Hewlett Packard TFT51 100R Flat Panel 15" LCD Color Monitor,
Keyboard, Mouse
Keyboard/Monitor/Mouse Switch Box (4 Port/1U)
Qty (4) - 12' CPU-to-Switch Cable
Qty (3) - R3000 XR UPS
Rack Blanking Panel Kit (15U) - Graphite
Side Panel Kit (42U)
Rack Stabilizing Feet - Graphite

**F. Cashiering Workstation with Scanner (Superstation) - Quantity 11**

Hardware

Hewlett Packard Business Desktop D530 SFF P4/3000
Intel Pentium 4 - 3.0 GHz
512 KB Integrated ECC Level 2 Cache
512 MB DDR SDRAM DIMM (PC-3200)
1.44 MB 3.5" Floppy Disk Drive
40 GB Smart III Ultra ATA/100 EIDE Disk Drive
48X CD-ROM
SoundMax Digital AC97 Integrated Audio with Internal Speaker
3 Expansion Slots (2 PCI, 1 AGP), 3 Bays
6 USB, I Parallel, 2 Serial Interfaces
Broadcom NetXtreme Gigabit (10/100/1000) Ethernet NIC
Intel Extreme Graphics 2 8X AGP Integrated Video Interface
Kofax Adrenaline KH-650i Image Processor and Scan Accelerator
Hewlett Packard TFT2035 20" 1600 x 1200 High Resolution LCD Color Monitor
2-Button Scroll Mouse
Easy Access Keyboard

Fujitsu fi-4340C Scanner
Duplex Operation
Portrait 40 ppm simplex letter - 80 images per minute duplex letter
Up to 600 DPI Resolution
100 Page Automated Document Feeder

TPGIAxiohm Model A758-1005 Receipt Printer – Serial / USB Interface

Indiana Cash Drawer Model SLD2120

American Power Conversion Net8 Surge Suppressor
6 Receptacles, 480 J, 120 V

Software

Microsoft Windows XP Professional
ACS GRM 20/20 Perfect Vision Client

**G. Cashiering Workstation with Printer (MarriagesIVitals) - Quantity 5**

Hardware

Hewlett Packard Business Desktop D530 SFF P4/3000
Intel Pentium 4 - 3.0 GHz
512 KB Integrated ECC Level 2 Cache
512 MB DDR SDRAM DIMM (PC-3200)
1.44 MB 3.5" Floppy Disk Drive
40 GB Smart III Ultra ATA/100 EIDE Disk Drive
48X CD-ROM
SoundMax Digital AC97 Integrated Audio with Internal Speaker
3 Expansion Slots (2 PCI, 1 AGP), 3 Bays
6 USB, 1 Parallel, 2 Serial Interfaces
Broadcom NetXtreme Gigabit (10/100/1000) Ethernet NIC
Intel Extreme Graphics 2 8XAGP Integrated Video Interface
Hewlett Packard TFT2035 20" 1600 x 1200 High Resolution LCD Color Monitor
2-Button Scroll Mouse
Easy Access Keyboard

Hewlett Packard LaserJet 430OTN
204 MB RAM
45 Pages Per Minute
Hewlett Packard JetDirect 10/100 Network Interface Card

TPG / Axiohm Model A 758-1005 Receipt Printer – Serial / USB Interface

Indiana Cash Drawer Model SLD2120

American Power Conversion Net8 Surge Suppressor
8 Receptacles, 480 J, 120 V

Software

Microsoft Windows XP Professional
ACS GRM 20120 Perfect Vision Client

**H. Office Personnel Workstation - Quantity 8**

Hardware

Hewlett Packard Business Desktop D530 SFF P4/3000
Intel Pentium 4 - 3.0 GHz
512 KB Integrated ECC Level 2 Cache
512 MB DDR SDRAM DIMM (PC-3200)
1.44 MB 3.5" Floppy Disk Drive
40 GB Smart III Ultra ATA/100 EIDE Disk Drive
48X CD-ROM
SoundMax Digital A C97 Integrated Audio with Internal Speaker
3 Expansion Slots (2 PCI, 1 AGP), 3 Bays
6 USB, 1 Parallel, 2 Serial Interfaces
Broadcom NetXtreme Gigabit (10/100/1000) Ethemet NIC
Intel Extreme Graphics 2 8X AGP Integrated Video Interface
Hewlett Packard TFT2035 20" 1600 x 1200 High Resolution LCD
Color Monitor
2-Button Scroll Mouse
Easy Access Keyboard

• American Power Conversion Net8 Surge Suppressor
8 Receptacles, 480 J, 120 V

Software

Microsoft Windows XP Professional
ACS GRM 20/20 Perfect Vision Client

**I. Public Access Workstation - Quantity 15**

Hardware

Hewlett Packard Business Desktop D530 SFF P4/3000
Intel Pentium 4 - 3.0 GHz
512 KB Integrated ECC Level 2 Cache
512 MB DDR SDRAM DIMM (PC-3200)
1.44 MB 3.5" Floppy Disk Drive
40 GB Smart III Ultra ATA /100 EIDE Disk Drive
48X CD-ROM
SoundMax Digital AC97 Integrated Audio with Internal Speaker
3 Expansion Slots (2 PCI, 1 AGP), 3 Bays
6 USB, 1 Parallel, 2 Serial Interfaces
Broadcom NetXtreme Gigabit (10/100/1000) Ethernet NIC
Intel Extreme Graphics 2 8X AGP Integrated Video Interface
Hewlett Packard TFT2035 20" 1600 x 1200 High Resolution LCD Color Monitor
2-Button Scroll Mouse
Easy Access Keyboard

American Power Conversion Net8 Surge Suppressor
8 Receptacles, 480 J, 120 V

Software

Microsoft Windows XP Professional
ACS GRM 20/20 Perfect Vision Client

**J. High Speed Scanning Workstation - Quantity 3**

Hardware

Hewlett Packard Business Desktop D530 CMT P4/3000
Intel Pentium 4 - 3.0 GHz
512 KB Integrated ECC Level 2 Cache
512 MB DDR SDRAM DIMM (PC-3200)
1.44 MB 3.5" Floppy Disk Drive
80 GB Smart III Ultra ATA/100 EIDE Disk Drive
48X CD-ROM
48X/24X/48X/16X CDRW-DVD Combo
SoundMax Digital AC97 Integrated Audio with Internal Speaker
4 Expansion Slots (3 PCI, 1 AGP), 6 Bays
6 USB, 1 Parallel, 2 Serial Interfaces
Broadcom, NetXtreme Gigabit (10/100/1000) Ethernet NIC
Intel Extreme Graphics 2 8X AGP Integrated Video Interface
Kofax Adrenaline KH-1700S Image Processor and Scan Accelerator
Hewlett Packard TFT2035 20" 1600 x 1200 High Resolution LCD
Color Monitor
2-Button Scroll Mouse
Easy Access Keyboard

Kodak Digital Science 3520D Scanner
Duplex Operation
Landscape up to 85 ppm simplex letter
200 - 300 DPI Resolution
250 Page Automated Document Feeder
Kofax Interface Cable

American Power Conversion Net8 Surge Suppressor
8 Receptacles, 480 J, 120 V

Software

Microsoft Windows XP Professional
Roxio Easy CD Creator Platinum
ACS GRM 20120 Perfect Vision Client

**K. Administration Workstation - Quantity 4**

Hardware

Hewlett Packard Business Desktop D530 CMT P4/3000
Intel Pentium 4 - 3.0 GHz
512 KB Integrated ECC Level 2 Cache
512 MB DDR SDRAM DIMM (PC-3200)
1.44 MB 3.5" Floppy Disk Drive
80 GB Smart III Ultra ATA/100 EIDE Disk Drive
48X CD-ROM
48X/24X/48X/16X CDRW-DVD Combo
SoundMax DigitalAC97 integratedAudio with Internal Speaker
4 Expansion Slots (3 PCI, 1 AGP), 6 Bays
6 USB, 1 Parallel, 2 Serial Interfaces

Broadcom NetXtreme Gigabit (10/100/1000) Ethernet NIC
Intel Extreme Graphics 2 8X AGP Integrated Video Interface
Hewlett Packard TFT2035 20" 1600 x 1200 High Resolution LCD Color Monitor
2-Button Scroll Mouse
Easy Access Keyboard

American Power Conversion Net8 Surge Suppressor
8 Receptacles, 480 J, 120 V

Software

Microsoft Windows XP Professional
Roxio Easy CD Creator Platinum
ACS GRM 20120 Perfect Vision Client

**L. Laser Printer and Network Switch**

Hardware

Qty (4) - Hewlett Packard LaserJet 4300TN
204 MB RAM
45 Pages Per Minute
Hewlett Packard JetDirect 10/100 Network Interface Card

Qty (2) - Hewlett Packard ProCurve 2848 Gigabit Switch
44 RJ-45 EthernetlFast EthernetlGigabit Ethernet
(10Base-T/100BaseTX/1000Base-T)
4 Dual Personality (RJ-45 / Mini-GBIC)
Managed

**M. Miscellaneous Spare Equipment**

Hardware

Qty (3) - TPGIAxiohm Model A758-1005 Receipt Printer – Serial / USB Interface

Qty (3) - Indiana Cash Drawer Model SLD2120

A C S®

**Addendum 1 Cover Letter**

August 04, 2004

**RE: ADDENDUM NO.1**
**FOR BID No.: 04-228-08-13**
**"HIDALGO COUNTY CLERK's OFFICE -RECORDS, MANAGEMENT AND IMAGING"**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY CLERK's OFFICE"** -request for offers for **"OFFICE -RECORDS, MANAGEMENT AND IMAGING".**

Please add this **ADDENDUM NO. 1** to your packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"Hidalgo COUNTY CLERK's OFFICE -RECORDS, MANAGEMENT AND IMAGING".**

Thank you for your prompt attention to this matter.

**BY:** Lynn Moore Sr.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT
**Lynn Moore, Sr. – ACS VP Special Accounts**

MLS/vg

Enclosures

**Addendum 1**

# ADDENDUM NO. 1

**August 04, 2004**

**"Hidalgo COUNTY CLERK's OFFICE**
**RECORDS, MANAGEMENT AND IMAGING"**
**RFO NO.: 04-228-08-13**
**Bid Opening Date: August 13, 2004**

## PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **RFO DATE AND TIME HAS CHANGED.**

OFFERS WILL BE RECEIVED AND OPENED AT 9:30 A.M. ON WEDNESDAY AUGUST 25, 2004..

I, Lynn Moore, Sr., acknowledge receipt of ADDENDUM NO. 1 dated, August 04, 2004, for RFO "Hidalgo COUNTY CLERK's OFFICE -RECORDS, MANAGEMENT AND IMAGING", date modifications.

| ACS Government Records Services | August 25, 2004 |
|---|---|
| Printed Bidder Name | Date |

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET, IN ORDER TO COMPLETE THE OFFER.....

**Addendum 2 Cover Letter**

August 12, 2004

**RE: ADDENDUM NO.2**
**FOR BID No.: 04-228-08-25**
**"Hidalgo COUNTY CLERK's OFFICE -RECORDS, MANAGEMENT AND IMAGING"**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **"Hidalgo COUNTY CLERK's OFFICE"** -request for offers for **"OFFICE -RECORDS, MANAGEMENT AND IMAGING".**

Please add this **ADDENDUM NO. 2** to your packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your bid packet for **"Hidalgo COUNTY CLERK's OFFICE -RECORDS, MANAGEMENT AND IMAGING".**

Thank you for your prompt attention to this matter.

BY: _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT
**Lynn Moore, Sr. – ACS VP Special Accounts**

MLS/vg

Enclosures

**Addendum 2**

# ADDENDUM NO. 2

**August 12, 2004**

**"Hidalgo COUNTY CLERK's OFFICE**
**RECORDS, MANAGEMENT AND IMAGING"**
**RFO NO.: 04-228-08-25**
**Bid Opening Date: August 25, 2004**

## PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday, August 18, 2004, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, August 20, 2004.

No. 2 One (1) original and Ten (10) copies of all offers are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package.

No. 3 Legal Notice #21 should read: AOffers, and all goods and services provided thereunder, shall comply with all federal, state, and local laws concerning this type(s) of goods and/or services.

I, Lynn Moore, Sr., acknowledge receipt of ADDENDUM NO. 2 dated, August 12, 2004, for RFO-"Hidalgo COUNTY CLERK's OFFICE -RECORDS, MANAGEMENT AND IMAGING", modifications.

**ACS Government Records Services** **August 25, 2004**

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET, IN ORDER TO COMPLETE THE OFFER.....

**Memorandum – Qs & As**

# MEMORANDUM

**TO:** ALL PARTICIPATING VENDORS

**FROM:** Veronica Gomez, Buyer
Hidalgo County Purchasing Department

**DATE:** August 12, 2004

**RE:** **Responses to Records, Management & Imaging RFO Questions**

The following questions were asked regarding the above referenced project:

1. Will the County provide a Word version of the RFO document?
   **ANSWER:** Yes, a diskette containing the packet is enclosed.
2. How many copies of the offer document should the vendor provide?
   **ANSWER:** The company should provide ten (10) copies of the offer document.
3. Can the County provide additional detail re: the Schedule of Events?
4. Last date for vendors to submit questions
   **ANSWER:** The last day to submit questions is August 18, 2004.
5. Latest date the County will provide responses to questions
   **ANSWER:** The last day for the County to provide responses is August 20, 2004.
6. Timeframe for County review and evaluation of offers
   **ANSWER:** The evaluation timeframe should be no more than ninety days after offers are opened.
7. Date for award of contract
   **ANSWER:** Upon approval by Commissioner's Court.
8. Date to commence work
   **ANSWER:** Upon approval by Commissioner's Court.
9. What are the requirements for release of the performance bond?
   **ANSWER:** See Legal Notice #18- Performance Bond
10. RFP Legal Notice #21 appears to be incomplete, please provide the complete requirement.
    **ANSWER:** Legal Notice #21 should read as follows: "Offers, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services."
11. In the current system database, how many records are stored?
    **ANSWER:** On a daily average, there are approximately 600 records.
12. For the current system, how many images are stored?
    **ANSWER:** 1,777,253 Documents (1977 to Current)

Thank you for participating in our RFO process. If you should have any questions, please contact me at 956-318-2630

**AI-12199** **20.A.**

# General Fund Salary Sweep as of November 7, 2008

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

General Fund Salary Sweep:
Requesting authorization and approval to transfer General Fund lapsed salaries and related fringe benefits from various departments to the Countywide Admininstration - Contingency account. The sweep includes salaries, fica, retirement, and unemployment compensation.

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 11/07/2008 09:40 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/07/2008 10:15 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 11/07/2008 03:31 PM | APRV |
| 4 | Auditor's Office | | 11/07/2008 04:47 PM | NEW |
| Form Started By: Ivan Cantu | | | Started On: 11/07/2008 09:36 AM | |
| Final Approval Date: 11/07/2008 | | | | |

**AI-12079** **20.B.**

# Interdept transfer from Countywide Contingency to Pct. 1 Sanitation-Contractual Svcs

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Sanitation Precinct No. 1:
Approval of 2008 interdepartmental transfer from County Wide Administration - Contingency to Sanitation Precinct No. 1 - Contractual Services (1100) in the amount of $100,000.00.

### BACKGROUND

To cover year-end expenditures for BFI Waste Services.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-1XX-00X-0-XXX

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

### BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-432-00-121-001-0-350 in the amount of $100,000.00. Transfer to fund contractual BFI waste services for year-end. Funds available as of 11-3-08. Oct. 16th thru Dec. 31, 2008 pending to be paid.

## Attachments

Link: Sanitation Pct. 1 interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 11/03/2008 10:13 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/03/2008 10:39 AM | APRV |
| 3 | Dale Kennan | Dale Kennan | 11/03/2008 01:38 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/06/2008 05:02 PM | APRV |
| 5 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Ivan Cantu Started On: 11/03/2008 09:55 AM

Final Approval Date: 11/07/2008

**DATE:** November 3, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Sanitation Pct. 1

**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 | (100,000.00) |
| | | | |
| | | | |
| TO | | | |
| 8-1100-432-00-121-001-0- 350 | SANITATION PCT. 1- | CONTRACTUAL SERVICES | 100,000.00 |
| | | | |
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| | | | |
| | | | |
| TOTAL BUDGET INCREASE (DECREASE) | | | 0.00 |

**REASON:** To fund year-end expenditures for BFI Waste Services (Oct. 16th thru Dec. 31, 2008, pending to be paid).

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

**AI-12088** **20.C.**

# Interfund transfer from HIDTA Chapter 59 (1251) to Constable Pct. 3 Investigation (1230)

## CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Constable Pct. 3 Investigation HB 65:
Approval of 2008 interfund transfer from HIDTA Chapter 59 (1251) to Constable Pct. 3 Investigation HB 65 (1230) in the amount of $20,000.00 (memorandum of understanding between HIDTA and Constable Pct. 3 previously approved by CC on 11-4-08, AI 11961/ 7.C.).

### BACKGROUND

This interfund transfer is in accordance with the memorandum of understanding previously approved by CC on 11-4-08 between HIDTA and Constable Pct. 3 for seizure awarded funds (refer to AI 11961/ 7.C.).

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1251-352-30-270-011-0-000

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

### BUDGETARY IMPACT:

8-1251-352-30-270-011-0-000 --> 8-1230-421-00-293-010-0-XXX (various operating expenses) in the amount of $20,000.00.

## Attachments

Link: Interfund transfer revised

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 11/05/2008 07:40 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/05/2008 07:46 AM | APRV |
| 3 | Dale Kennan | Dale Kennan | 11/05/2008 09:19 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/06/2008 04:59 PM | APRV |
| 5 | Ivan Cantu (Originator) | Ivan Cantu | 11/07/2008 07:28 AM | APRV |
| 6 | Auditor's Office | Linda Fong | 11/07/2008 07:48 AM | APRV |
| 7 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Ivan Cantu Started On: 11/04/2008 10:39 AM

**DATE:** November 5, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Constable Pct. 3
Investigation HB 65 Fund

**ACCOUNT NUMBER:** **8-1XXX-XXX-00-XXX-0XX-0-XXX**

**2008**
**Transfer**

**CONTACT PERSON:** Ivan Cantu **PHONE:** 292-7025 ext. 5425

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

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

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| **FROM** | | |
| 8-1251-491-01-000-230-0- 891 | Transfer Out-Constable Pct. 3 Investigation HB 65 | 20,000.00 |
| | | |
| **TO** | | |
| 8-1230-391-01-000-251-0- 000 | Transfers In-HIDTA Chapter 59 | 20,000.00 |
| 8-1230-421-00-293-010-0- 583 | Constable Pct. 3 Investigation HB 65-Travel Out of County | 2,100.00 |
| 8-1230-421-00-293-010-0- 584 | Constable Pct. 3 Investigation HB 65-Registration Fees | 400.00 |
| 8-1230-421-00-293-010-0- 605 | Constable Pct. 3 Investigation HB 65-Clothing & Uniforms | 2,500.00 |
| 8-1230-421-00-293-010-0- 611 | Constable Pct. 3 Investigation HB 65-Police Supplies | 2,000.00 |
| 8-1230-421-00-293-010-0- 668 | Constable Pct. 3 Investigation HB 65-Police Weapons | 11,000.00 |
| 8-1230-421-00-293-010-0- 890 | Constable Pct. 3 Investigation HB 65-Other | 2,000.00 |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **20,000.00** |

**REASON:** Interfund transfer from HIDTA Chapter 59 (1251) to Constable Pct. 3 Investigation HB 65 (1230) in accordance with the memorandum of understanding for seizure awarded funds previously approved by CC on 11-4-08 (refer to AI 11961/ 7.C.)

**DEPARTMENT HEAD SIGNATURE**

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

**AI-12125** **20.D.**

**interdept. transfer for Insurance-$50,000.00**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Monica Badillo, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Department of Budget & Management - Insurance:
Approval of 2008 interdepartmental transfer from County Wide Administration to Insurance Account (1100) in the amount of $ 50,000.00, to fund pending and future invoices/settlements.

### BACKGROUND

To cover $ 25,000.00 settlement and future invoices/settlements.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1100-41X-00-115-0XX-0-8XX

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

### BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-419-00-115-025-0-820 in the amount of $50,000.00. Funding available for transfer as of 11/5/08.

## Attachments

Link: 2008 transfer-Insurance

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 11:48 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/05/2008 01:27 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 05:02 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:55 AM | APRV |

Form Started By: Monica Badillo — Started On: 11/05/2008 11:26 AM

Final Approval Date: 11/07/2008

# BUDGET INTERDEPARTMENTAL TRANSFER

**DATE:** November 5, 2008

**AI #12125 CC 11/12/08**

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** Department of Budget & management for Insurance Account (1100)

**ACCOUNT NUMBER:** 8-1100-41X-00-115-0XX-0-8XX

**CONTACT PERSON:** MONICA BADILLO **TELEPHONE NO.** X5404

**SUBJECT:** Interdepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| FROM | | |
| 8-1100-415-00-115-002-0-899 | CO. WIDE ADM. CONTINGENCY | (50,000.00) |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TO | | |
| 8-1100-419-00-115-025-0-820 | INSURANCE CLAIMS & JUDGMENTS NOT COV.BY INS. | 50,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | $0.00 |

**REASON:** To pay for settlement approved by court and to fund for future expenses.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-12122** **20.E.**

# Comdata/Tranmontaigne Past Due Balance-Elections
# CC REGULAR

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Marty Salazar, PURCHASING DEPT. |
| **Submitted For:** | Commissioners Court Executive Officer |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Budget and Management |
| **Purchasing only:** | Elections |

## Information

### CAPTION

Presentation for discussion, consideration, acceptance of statement received from Comdata/Transmontaigne reflecting outstanding balance of $3,760.67 past due and owing since April 10, 2008 by the Elections Department (prior administration) with authority for Executive Officer to stamp, sign statement/bill and County Treasurer to issue payment after review and processing procedures are completed by the County Auditor so as to release line of credit and receive newly authorized fuel cards to permit more efficient operations of Elections Office functions and responsibilities.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-414-00-130-001-0-682

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

**BUDGETARY IMPACT:**

funds available as of 11/05/08; $9,433.23

## Attachments

Link: invoice.total
Link: invoice.18203
Link: invoice.14303
Link: invoice.15403
Link: invoice.16394
Link: invoice.17104

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 02:45 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 11/05/2008 04:37 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 11:43 AM | APRV |
| 4 | Purchasing Department (Originator) | Marty Salazar | 11/07/2008 04:08 PM | APRV |

Form Started By: Marty Salazar Started On: 11/05/2008 11:07 AM

Ovidio,
Here are the amounts that are outstanding. Let Nina or I know should you have any questions. Again, once we receive payment, we can complete your request to issue 2 cards.

Regards,

B. Trent O'Connell

---

**From:** TOsborne@transmontaigne.com [mailto:TOsborne@transmontaigne.com]
**Sent:** Tuesday, October 28, 2008 2:17 PM
**To:** O'connell, Trent
**Subject:** Re: FW: XG786

Trent,

Please have him refer to the aging below. It shows the invoice total and the amount open and past due. Please let me know if you need anything else.

| Account Code | Bill To | Agency Name | Invoice # | Invoice Date | Date Due | Invoice Total | 15+ Days | 30+ Days | 60+ Days | Total Open |
|---|---|---|---|---|---|---|---|---|---|---|
| XG786 | 72239 | HIDALGO CO ELECTIONS DEPT | 14303 | 120707 | 10608 | 3,111.80 | - | - | 1,068.91 | 1,068.91 |
| XG786 | 72239 | HIDALGO CO ELECTIONS DEPT | 15403 | 10908 | 20808 | 1,044.97 | - | - | 536.93 | 536.93 |
| XG786 | 72239 | HIDALGO CO ELECTIONS DEPT | 16394 | 20808 | 30908 | 726.76 | - | - | 726.76 | 726.76 |
| XG786 | 72239 | HIDALGO CO ELECTIONS DEPT | 17104 | 30308 | 40208 | 725.13 | - | - | 725.13 | 725.13 |
| XG786 | 72239 | HIDALGO CO ELECTIONS DEPT | 18203 | 31108 | 41008 | 702.94 | - | - | 702.94 | 702.94 |
| **XG786 Total** | | | | | | | | | | 3,760.67 |

TRANSMONTAIGNE PRODUCT SERVICES INC.

| | |
|---|---|
| **Invoice Number** | 018203 |
| **Invoice Date** | March 11, 2008 |
| **Bill To** | 72239 |
| **Payment Due Date** | April 10, 2008 |

# *Invoice*

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539-0000

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 02/01/2008 - 02/29/2008*

**Account Code: XG786**

| | | | |
|---|---|---|---|
| **Customer ID :** | **AA9SW - HIDALGO CO ELECTIONS DEPT** | **$** | **256.36** |
| **Customer ID :** | **AA9SX - HIDALGO CO ELECTIONS DEPT** | **$** | **446.58** |

**Account Code XG786 Total:** **$ 702.94**

**Invoice Total:** **$ 702.94**

| | |
|---|---|
| **Remit To:** | TransMontaigne Product Services Inc.<br>Dept 1282<br>Denver, CO 80291 |
| **Note:** | Please include the Invoice Number(s)<br>with your remittance. |
| **Invoice Inquiries:** | Comdata<br>1-866-662-3535 or via e-mail to<br>gov@comdata.com |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# Summary Report
# For Invoice Number 18203
# Dated March 11, 2008

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539

Fuel and non-fuel transactions posted **02/01/2008 - 02/29/2008**

**Account Code: XG786**

| **Customer ID: AA9SW - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Non-Index** | | | | | | |
| UNL MID-88/89OC | 1 | 10.82 | | 30.96 | 28.98 | 28.98 |
| FUEL ADJUSTMENT | 2 | 31.69 | | 95.79 | 89.99 | 89.99 |
| **Sub-Total** | **3** | **42.51** | | **126.75** | **118.97** | **118.97** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 1 | | 1.00 | 137.39 | | 137.39 |
| **Sub-Total** | **1** | | **1.00** | **137.39** | | **137.39** |
| **Totals for Customer ID: AA9SW** | **4** | **42.51** | **1.00** | **$264.14** | **$118.97** | **$256.36** |

| **Customer ID: AA9SX - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 8 | 156.90 | | 475.29 | 446.58 | 446.58 |
| **Sub-Total** | **8** | **156.90** | | **475.29** | **446.58** | **446.58** |
| **Totals for Customer ID: AA9SX** | **8** | **156.90** | | **$475.29** | **$446.58** | **$446.58** |

# Summary By Account Code

| Account Code: XG786 | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Repriced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Non-Index** | | | | | | |
| UNL MID-88/89OC | 1 | 10.82 | | 30.96 | 28.98 | 28.98 |
| FUEL ADJUSTMENT | 10 | 188.59 | | 571.08 | 536.57 | 536.57 |
| **Sub-Total** | **11** | **199.41** | | **602.04** | **565.55** | **565.55** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 1 | | 1.00 | 137.39 | | 137.39 |
| **Sub-Total** | **1** | | **1.00** | **137.39** | | **137.39** |
| **Total for Account Code: XG786** | **12** | **199.41** | **1.00** | **$739.43** | **$565.55** | **$702.94** |

# *Invoice Details*

**Invoice #: 18203**

**Account Code Description: HIDALGO CO ELECTIONS DEPT**

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 02/01/2008 - 02/29/2008*

| Posting Date / Trans Date | Account Code / Customer ID | Merchant Name | Merchant City / State | Product Description | Price / Re-Price | Quantity | Trans Amt / Amt Due | Transaction # | Card # | Card Holder Name/ Vehicle # | POS Name |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 02/01/2008<br>01/30/2008 | XG786 /<br>AA9SW | HEB GAS STATION #089 | KERRVILLE /<br>TX | FUEL<br>ADJUSTMENT | $3.0230<br>$2.8400 | 14.730 | $44.54<br>$41.84 | 000083397 | 6834 | TERESA NAVAR/<br>1 | UNKNOWN<br>FLEET |
| 02/02/2008<br>01/31/2008 | XG786 /<br>AA9SW | PCC 2190 Q17 | GEORGE WEST<br>/ | UNL<br>MID-88/89OC | $2.8614<br>$2.6784 | 10.820 | $30.96<br>$28.98 | 000089054 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 02/02/2008<br>01/31/2008 | XG786 /<br>AA9SW | TIME WARNER COMMUNICAT | 8002225355 /<br>TX | OTHER<br>MISCELLANEO | $137.3900<br>$0.0000 | 1.000 | $137.39<br>$137.39 | 000127740 | 6834 | TERESA NAVAR/<br>1 | |
| 02/04/2008<br>02/01/2008 | XG786 /<br>AA9SW | HEB GAS STATION #431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0224<br>$2.8394 | 16.960 | $51.25<br>$48.15 | 000118036 | 8055 | MARIANO<br>MANZA/ 1 | UNKNOWN<br>FLEET |
| 02/04/2008<br>02/01/2008 | XG786 /<br>AA9SX | HEB GAS/CAR WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0224<br>$2.8394 | 22.100 | $66.79<br>$62.75 | 000118078 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |
| 02/11/2008<br>02/08/2008 | XG786 /<br>AA9SX | HEB GAS/CAR WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0101<br>$2.8271 | 24.580 | $74.00<br>$69.50 | 000120959 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |
| 02/16/2008<br>02/14/2008 | XG786 /<br>AA9SX | HEB GAS STATION #38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0307<br>$2.8477 | 3.820 | $11.57<br>$10.87 | 000062829 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |
| 02/16/2008<br>02/14/2008 | XG786 /<br>AA9SX | HEB GAS STATION #38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0307<br>$2.8477 | 24.420 | $74.00<br>$69.53 | 000062827 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |
| 02/16/2008<br>02/14/2008 | XG786 /<br>AA9SX | HEB GAS STATION #38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0307<br>$2.8477 | 24.420 | $74.00<br>$69.53 | 000062828 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |
| 02/18/2008<br>02/16/2008 | XG786 /<br>AA9SX | HEB GAS STATION #38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0428<br>$2.8598 | 16.470 | $50.12<br>$47.11 | 000128604 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |
| 02/18/2008<br>02/15/2008 | XG786 /<br>AA9SX | HEB GAS STATION #38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0306<br>$2.8476 | 18.810 | $57.00<br>$53.56 | 000128601 | 8139 | 654196 VEHIC/<br>654196 | FLEET<br>UNKNOWN |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 02/18/2008<br>02/16/2008 | XG786 /<br>AA9SX | HEB GAS STATION<br>#38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0428<br>$2.8598 | 22.290 | $67.81<br>$63.73 | 000128602 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |

**Total Net Amount Due:** **$702.94**

TRANSMONTAIGNE PRODUCT SERVICES INC.

| | |
|---|---|
| **Invoice Number** | 014303 |
| **Invoice Date** | December 07, 2007 |
| **Bill To** | 72239 |
| **Payment Due Date** | January 06, 2008 |

# *Invoice*

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539-0000

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 11/01/2007 - 11/30/2007*

**Account Code: XG786**

| | | | |
|---|---|---|---|
| **Customer ID :** | **AA9SW - HIDALGO CO ELECTIONS DEPT** | **$** | **2,722.82** |
| **Customer ID :** | **AA9SX - HIDALGO CO ELECTIONS DEPT** | **$** | **388.98** |

**Account Code XG786 Total:** **$ 3,111.80**

**Invoice Total:** **$ 3,111.80**

| | |
|---|---|
| **Remit To:** | TransMontaigne Product Services Inc.<br>Dept 1282<br>Denver, CO 80291 |
| **Note:** | Please include the Invoice Number(s)<br>with your remittance. |
| **Invoice Inquiries:** | Comdata<br>1-866-662-3535 or via e-mail to<br>gov@comdata.com |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# Summary Report
# For Invoice Number 14303
# Dated December 07, 2007

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539

Fuel and non-fuel transactions posted **11/01/2007 - 11/30/2007**

**Account Code: XG786**

| **Customer ID: AA9SW - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNL REG 86/87 OC | 3 | 37.60 | | 109.98 | 105.24 | 105.24 |
| **Sub-Total** | **3** | **37.60** | | **109.98** | **105.24** | **105.24** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 11 | 190.48 | | 568.89 | 534.00 | 534.00 |
| **Sub-Total** | **11** | **190.48** | | **568.89** | **534.00** | **534.00** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 11 | | 11.00 | 1,649.58 | | 1,649.58 |
| CINGULAR SERVICE PAYMENT | 2 | | 2.00 | 434.00 | | 434.00 |
| **Sub-Total** | **13** | | **13.00** | **2,083.58** | | **2,083.58** |
| **Totals for Customer ID: AA9SW** | **27** | **228.08** | **13.00** | **$2,762.45** | **$639.24** | **$2,722.82** |

| **Customer ID: AA9SX - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 8 | 138.96 | | 414.41 | 388.98 | 388.98 |
| **Sub-Total** | **8** | **138.96** | | **414.41** | **388.98** | **388.98** |
| **Totals for Customer ID: AA9SX** | **8** | **138.96** | | **$414.41** | **$388.98** | **$388.98** |

# Summary By Account Code

| Account Code: XG786 | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Repriced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNL REG 86/87 OC | 3 | 37.60 | | 109.98 | 105.24 | 105.24 |
| **Sub-Total** | **3** | **37.60** | | **109.98** | **105.24** | **105.24** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 19 | 329.45 | | 983.30 | 922.98 | 922.98 |
| **Sub-Total** | **19** | **329.45** | | **983.30** | **922.98** | **922.98** |
| **Pass Thru** | | | | | | |
| CINGULAR SERVICE PAYMENT | 2 | | 2.00 | 434.00 | | 434.00 |
| OTHER MISCELLANEOUS TRANS | 11 | | 11.00 | 1,649.58 | | 1,649.58 |
| **Sub-Total** | **13** | | **13.00** | **2,083.58** | | **2,083.58** |
| **Total for Account Code: XG786** | **35** | **367.05** | **13.00** | **$3,176.86** | **$1,028.22** | **$3,111.80** |

# Invoice Details

**Invoice #: 14303**

**Account Code Description: HIDALGO CO ELECTIONS DEPT**

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 11/01/2007 - 11/30/2007*

| Posting Date / Trans Date | Account Code / Customer ID | Merchant Name | Merchant City / State | Product Description | Price / Re-Price | Quantity | Trans Amt / Amt Due | Transaction # | Card # | Card Holder Name/ Vehicle # | | POS Name |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/01/2007<br>10/30/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.8607<br>$2.6777 | 12.340 | $35.29<br>$33.03 | 000097710 | 0612 | RENE | SOLIS/ 1 | UNKNOWN<br>FLEET |
| 11/02/2007<br>10/31/2007 | XG786 /<br>AA9SW | TIME WARNER<br>COMMUNICAT | 8002225355 /<br>TX | OTHER<br>MISCELLANEO | $61.8700<br>$0.0000 | 1.000 | $61.87<br>$61.87 | 000434165 | 0612 | RENE | SOLIS/ 1 | |
| 11/02/2007<br>11/01/2007 | XG786 /<br>AA9SW | MICHAEL ALLEN`S<br>FLOWER | MCALLEN /<br>TX | OTHER<br>MISCELLANEO | $98.0100<br>$0.0000 | 1.000 | $98.01<br>$98.01 | 000434365 | 0612 | RENE | SOLIS/ 1 | |
| 11/03/2007<br>11/01/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9215<br>$2.7385 | 16.810 | $49.10<br>$46.02 | 000072653 | 0612 | RENE | SOLIS/ 1 | UNKNOWN<br>FLEET |
| 11/05/2007<br>11/02/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9378<br>$2.7548 | 20.430 | $60.01<br>$56.27 | 000141570 | 0612 | RENE | SOLIS/ 1 | UNKNOWN<br>FLEET |
| 11/07/2007<br>11/05/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $2.9752<br>$2.7922 | 12.940 | $38.50<br>$36.13 | 000082964 | 0612 | RENE | SOLIS/ 1 | UNKNOWN<br>FLEET |
| 11/06/2007<br>11/02/2007 | XG786 /<br>AA9SW | CINGULAR<br>*891308688AUS | 8003310500 /<br>TX | CINGULAR<br>SERVICE | $234.0000<br>$0.0000 | 1.000 | $234.00<br>$234.00 | 000041946 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/10/2007<br>11/09/2007 | XG786 /<br>AA9SW | EXXONMOBIL<br>47572748 | MCALLEN /<br>TX | UNL REG 86/87<br>OC | $2.9581<br>$2.8040 | 11.470 | $33.93<br>$32.16 | 000193732 | 6834 | TERESA<br>1 | NAVAR/ | TERESA<br>NAVARRO |
| 11/10/2007<br>11/08/2007 | XG786 /<br>AA9SW | AZIZ QUICK STOP<br>#14 | MISSION /<br>TX | UNL REG 86/87<br>OC | $2.9590<br>$2.8025 | 13.430 | $39.74<br>$37.64 | 000174654 | 6834 | TERESA<br>1 | NAVAR/ | TERESA<br>NAVARRO |
| 11/12/2007<br>11/09/2007 | XG786 /<br>AA9SW | TEQUILA JACKS | MISSION /<br>TX | OTHER<br>MISCELLANEO | $23.7800<br>$0.0000 | 1.000 | $23.78<br>$23.78 | 000169772 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/12/2007<br>11/10/2007 | XG786 /<br>AA9SW | KEYSTONE LAZER<br>CARWASH | MISSION /<br>TX | OTHER<br>MISCELLANEO | $8.0000<br>$0.0000 | 1.000 | $8.00<br>$8.00 | 000150167 | 6834 | TERESA<br>1 | NAVAR/ | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/14/2007<br>11/13/2007 | XG786 /<br>AA9SW | CINGULAR<br>*891308688AUS | 8003310500 /<br>TX | CINGULAR<br>SERVICE | $200.0000<br>$0.0000 | 1.000 | $200.00<br>$200.00 | 000172010 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/15/2007<br>11/14/2007 | XG786 /<br>AA9SW | MISSION<br>VETERINARY HOS | MISSION /<br>TX | OTHER<br>MISCELLANEO | $118.7400<br>$0.0000 | 1.000 | $118.74<br>$118.74 | 000184659 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/19/2007<br>11/18/2007 | XG786 /<br>AA9SW | INN OFTHE HILLS<br>RSRT&C | KERRVILLE /<br>TX | OTHER<br>MISCELLANEO | $662.7400<br>$0.0000 | 1.000 | $662.74<br>$662.74 | 000170463 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/22/2007<br>11/20/2007 | XG786 /<br>AA9SW | TXDPS SURCHARGE<br>PROC | AUSTIN /<br>TX | OTHER<br>MISCELLANEO | $36.4800<br>$0.0000 | 1.000 | $36.48<br>$36.48 | 000075820 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/27/2007<br>11/26/2007 | XG786 /<br>AA9SW | EXXONMOBIL<br>47572748 | MCALLEN /<br>TX | UNL REG 86/87<br>OC | $2.8590<br>$2.7903 | 12.700 | $36.31<br>$35.44 | 000163005 | 6834 | TERESA<br>1 | NAVAR/ | TERESA<br>NAVARRO |
| 11/28/2007<br>11/26/2007 | XG786 /<br>AA9SW | TIME WARNER<br>COMMUNICAT | 8002225355 /<br>TX | OTHER<br>MISCELLANEO | $145.7300<br>$0.0000 | 1.000 | $145.73<br>$145.73 | 000152512 | 6834 | TERESA<br>1 | NAVAR/ | |
| 11/03/2007<br>11/01/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9215<br>$2.7385 | 21.080 | $61.59<br>$57.73 | 000072695 | 8048 | MIKE | RAMIR/ 1 | UNKNOWN<br>FLEET |
| 11/03/2007<br>11/01/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9215<br>$2.7385 | 24.300 | $71.00<br>$66.55 | 000072694 | 8048 | MIKE | RAMIR/ 1 | UNKNOWN<br>FLEET |
| 11/12/2007<br>11/09/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0782<br>$2.8952 | 13.150 | $40.48<br>$38.07 | 000138906 | 8048 | MIKE | RAMIR/ 1 | UNKNOWN<br>FLEET |
| 11/23/2007<br>11/21/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0973<br>$2.9143 | 10.630 | $32.94<br>$30.99 | 000068992 | 8048 | MIKE | RAMIR/ 1 | UNKNOWN<br>FLEET |
| 11/06/2007<br>11/04/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#334 | MCALLEN /<br>TX | FUEL<br>ADJUSTMENT | $2.9610<br>$2.7780 | 19.710 | $58.35<br>$54.74 | 000042489 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 11/10/2007<br>11/08/2007 | XG786 /<br>AA9SW | SPRINTPCS-CUSTC<br>AREPMT | OVERLAND<br>PARK / | OTHER<br>MISCELLANEO | $252.0700<br>$0.0000 | 1.000 | $252.07<br>$252.07 | 000085751 | 8055 | MARIANO<br>MANZA/ 1 | | |
| 11/16/2007<br>11/14/2007 | XG786 /<br>AA9SW | CITY OF MCALLEN | MCALLEN /<br>TX | OTHER<br>MISCELLANEO | $65.6700<br>$0.0000 | 1.000 | $65.67<br>$65.67 | 000077655 | 8055 | MARIANO<br>MANZA/ 1 | | |
| 11/17/2007<br>11/16/2007 | XG786 /<br>AA9SW | ATT*9566313014656 | 888-726-7066 /<br>TX | OTHER<br>MISCELLANEO | $176.4900<br>$0.0000 | 1.000 | $176.49<br>$176.49 | 000122896 | 8055 | MARIANO<br>MANZA/ 1 | | |
| 11/19/2007<br>11/16/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.1048<br>$2.9218 | 19.380 | $60.16<br>$56.61 | 000137951 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 11/30/2007<br>11/28/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.1165<br>$2.9336 | 19.720 | $61.47<br>$57.86 | 000084701 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 11/01/2007<br>10/30/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.8607<br>$2.6777 | 12.230 | $35.00<br>$32.76 | 000097711 | 8121 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/05/2007<br>11/02/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9378<br>$2.7548 | 17.020 | $50.00<br>$46.89 | 000141572 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 11/05/2007<br>11/02/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9378<br>$2.7548 | 21.870 | $64.25<br>$60.25 | 000141569 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 11/07/2007<br>11/05/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9752<br>$2.7922 | 15.800 | $47.00<br>$44.11 | 000083022 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 11/07/2007<br>11/05/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9752<br>$2.7922 | 21.180 | $63.00<br>$59.12 | 000083017 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 11/07/2007<br>11/05/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.9752<br>$2.7922 | 17.480 | $52.00<br>$48.80 | 000083018 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 11/21/2007<br>11/19/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0865<br>$2.9035 | 23.390 | $72.19<br>$67.91 | 000078742 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 11/29/2007<br>11/27/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0970<br>$2.9140 | 10.000 | $30.97<br>$29.14 | 000083076 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |

**Total Net Amount Due: $3,111.80**

TRANSMONTAIGNE PRODUCT SERVICES INC.

| | |
|---|---|
| **Invoice Number** | 015403 |
| **Invoice Date** | January 09, 2008 |
| **Bill To** | 72239 |
| **Payment Due Date** | February 08, 2008 |

# *Invoice*

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539-0000

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 12/01/2007 - 12/31/2007*

**Account Code: XG786**

| | | | |
|---|---|---|---|
| **Customer ID :** | **AA9SW - HIDALGO CO ELECTIONS DEPT** | **$** | **842.88** |
| **Customer ID :** | **AA9SX - HIDALGO CO ELECTIONS DEPT** | **$** | **202.09** |

**Account Code XG786 Total:** **$ 1,044.97**

**Invoice Total:** **$ 1,044.97**

| | |
|---|---|
| **Remit To:** | TransMontaigne Product Services Inc.<br>Dept 1282<br>Denver, CO 80291 |
| **Note:** | Please include the Invoice Number(s)<br>with your remittance. |
| **Invoice Inquiries:** | Comdata<br>1-866-662-3535 or via e-mail to<br>gov@comdata.com |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# Summary Report
# For Invoice Number 15403
# Dated January 09, 2008

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539

Fuel and non-fuel transactions posted **12/01/2007 - 12/31/2007**

**Account Code: XG786**

| **Customer ID: AA9SW - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNL REG 86/87 OC | 1 | 14.44 | | 39.85 | 38.69 | 38.69 |
| **Sub-Total** | **1** | **14.44** | | **39.85** | **38.69** | **38.69** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 7 | 93.42 | | 284.36 | 267.26 | 267.26 |
| **Sub-Total** | **7** | **93.42** | | **284.36** | **267.26** | **267.26** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 6 | | 6.00 | 536.93 | | 536.93 |
| **Sub-Total** | **6** | | **6.00** | **536.93** | | **536.93** |
| **Totals for Customer ID: AA9SW** | **14** | **107.86** | **6.00** | **$861.14** | **$305.95** | **$842.88** |

| **Customer ID: AA9SX - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 3 | 70.36 | | 214.97 | 202.09 | 202.09 |
| **Sub-Total** | **3** | **70.36** | | **214.97** | **202.09** | **202.09** |
| **Totals for Customer ID: AA9SX** | **3** | **70.36** | | **$214.97** | **$202.09** | **$202.09** |

# Summary By Account Code

| Account Code: XG786 | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Repriced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNL REG 86/87 OC | 1 | 14.44 | | 39.85 | 38.69 | 38.69 |
| **Sub-Total** | **1** | **14.44** | | **39.85** | **38.69** | **38.69** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 10 | 163.78 | | 499.33 | 469.35 | 469.35 |
| **Sub-Total** | **10** | **163.78** | | **499.33** | **469.35** | **469.35** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 6 | | 6.00 | 536.93 | | 536.93 |
| **Sub-Total** | **6** | | **6.00** | **536.93** | | **536.93** |
| **Total for Account Code: XG786** | **17** | **178.22** | **6.00** | **$1,076.11** | **$508.04** | **$1,044.97** |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# Invoice Details

**Invoice #: 15403**

**Account Code Description: HIDALGO CO ELECTIONS DEPT**

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 12/01/2007 - 12/31/2007*

| Posting Date / Trans Date | Account Code / Customer ID | Merchant Name | Merchant City / State | Product Description | Price / Re-Price | Quantity | Trans Amt / Amt Due | Transaction # | Card # | Card Holder Name/ Vehicle # | | POS Name |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/08/2007<br>12/06/2007 | XG786 /<br>AA9SW | HEB GAS STATION #431 | EDINBURG /<br>TX | FUEL ADJUSTMENT | $3.0756<br>$2.8926 | 12.560 | $38.64<br>$36.34 | 000074229 | 6834 | TERESA<br>1 | NAVAR/ | UNKNOWN<br>FLEET |
| 12/15/2007<br>12/13/2007 | XG786 /<br>AA9SW | HEB GAS STATION #431 | EDINBURG /<br>TX | FUEL ADJUSTMENT | $3.0307<br>$2.8477 | 11.390 | $34.52<br>$32.44 | 000074187 | 6834 | TERESA<br>1 | NAVAR/ | UNKNOWN<br>FLEET |
| 12/17/2007<br>12/15/2007 | XG786 /<br>AA9SW | DIAZ DINER | MISSION /<br>TX | OTHER MISCELLANEO | $33.8100<br>$0.0000 | 1.000 | $33.81<br>$33.81 | 000141298 | 6834 | TERESA<br>1 | NAVAR/ | |
| 12/24/2007<br>12/21/2007 | XG786 /<br>AA9SW | HEB GAS STATION #431 | EDINBURG /<br>TX | FUEL ADJUSTMENT | $3.0138<br>$2.8308 | 11.110 | $33.47<br>$31.44 | 000129340 | 6834 | TERESA<br>1 | NAVAR/ | UNKNOWN<br>FLEET |
| 12/26/2007<br>12/25/2007 | XG786 /<br>AA9SW | UNITED #1 00838805 | MISSION /<br>TX | UNL REG 86/87 OC | $2.7597<br>$2.6801 | 14.440 | $39.85<br>$38.69 | 000045847 | 6834 | TERESA<br>1 | NAVAR/ | TERESA<br>NAVARRO |
| 12/27/2007<br>12/25/2007 | XG786 /<br>AA9SW | TXDPS SURCHARGE PROC | AUSTIN /<br>TX | OTHER MISCELLANEO | $36.4800<br>$0.0000 | 1.000 | $36.48<br>$36.48 | 000025473 | 6834 | TERESA<br>1 | NAVAR/ | |
| 12/31/2007<br>12/28/2007 | XG786 /<br>AA9SW | TIME WARNER COMMUNICAT | 8002225355 /<br>TX | OTHER MISCELLANEO | $132.8600<br>$0.0000 | 1.000 | $132.86<br>$132.86 | 000088186 | 6834 | TERESA<br>1 | NAVAR/ | |
| 12/03/2007<br>12/02/2007 | XG786 /<br>AA9SW | MAGIC VALLEY ELECTRIC- | MERCEDES /<br>TX | OTHER MISCELLANEO | $112.0600<br>$0.0000 | 1.000 | $112.06<br>$112.06 | 000160842 | 8048 | MIKE | RAMIR/ 1 | |
| 12/03/2007<br>12/01/2007 | XG786 /<br>AA9SW | SPRINT PCS-995-SP WEB | OVERLAND PARK / | OTHER MISCELLANEO | $163.7400<br>$0.0000 | 1.000 | $163.74<br>$163.74 | 000051465 | 8048 | MIKE | RAMIR/ 1 | |
| 12/07/2007<br>12/05/2007 | XG786 /<br>AA9SW | HEB GROCERY #172 | EDINBURG /<br>TX | OTHER MISCELLANEO | $57.9800<br>$0.0000 | 1.000 | $57.98<br>$57.98 | 000083268 | 8055 | MARIANO<br>MANZA/ 1 | | |
| 12/07/2007<br>12/05/2007 | XG786 /<br>AA9SW | HEB GAS/CAR WASH #172 | EDINBURG /<br>TX | FUEL ADJUSTMENT | $3.0875<br>$2.9045 | 8.100 | $25.00<br>$23.52 | 000083363 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12/08/2007<br>12/06/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#590 | MCALLEN /<br>TX | FUEL<br>ADJUSTMENT | $3.0756<br>$2.8926 | 18.610 | $57.25<br>$53.84 | 000074244 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 12/17/2007<br>12/14/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0213<br>$2.8383 | 18.880 | $57.05<br>$53.59 | 000129204 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 12/29/2007<br>12/27/2007 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0111<br>$2.8281 | 12.760 | $38.43<br>$36.09 | 000063512 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 12/01/2007<br>11/29/2007 | XG786 /<br>AA9SX | HEB GAS STATION<br>#476 | AUSTIN /<br>TX | FUEL<br>ADJUSTMENT | $3.1226<br>$2.9396 | 21.670 | $67.68<br>$63.71 | 000077103 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 12/14/2007<br>12/12/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0394<br>$2.8564 | 24.230 | $73.65<br>$69.22 | 000072850 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |
| 12/29/2007<br>12/27/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0111<br>$2.8281 | 24.460 | $73.64<br>$69.16 | 000063531 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |

**Total Net Amount Due: $1,044.97**

TRANSMONTAIGNE PRODUCT SERVICES INC.

| | |
|---|---|
| **Invoice Number** | 016394 |
| **Invoice Date** | February 08, 2008 |
| **Bill To** | 72239 |
| **Payment Due Date** | March 09, 2008 |

# *Invoice*

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539-0000

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 01/01/2008 - 01/30/2008*

**Account Code: XG786**

| | | | |
|---|---|---|---|
| **Customer ID :** | **AA9SW - HIDALGO CO ELECTIONS DEPT** | **$** | **713.26** |
| **Customer ID :** | **AA9SX - HIDALGO CO ELECTIONS DEPT** | **$** | **13.50** |

**Account Code XG786 Total:** **$ 726.76**

**Invoice Total:** **$ 726.76**

| | |
|---|---|
| **Remit To:** | TransMontaigne Product Services Inc.<br>Dept 1282<br>Denver, CO 80291 |
| **Note:** | Please include the Invoice Number(s)<br>with your remittance. |
| **Invoice Inquiries:** | Comdata<br>1-866-662-3535 or via e-mail to<br>gov@comdata.com |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# Summary Report
# For Invoice Number 16394
# Dated February 08, 2008

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539

Fuel and non-fuel transactions posted **01/01/2008 - 01/30/2008**

**Account Code: XG786**

| **Customer ID: AA9SW - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNL REG 86/87 OC | 4 | 51.82 | | 152.41 | 141.84 | 141.84 |
| **Sub-Total** | **4** | **51.82** | | **152.41** | **141.84** | **141.84** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 10 | 133.59 | | 408.84 | 384.38 | 384.38 |
| **Sub-Total** | **10** | **133.59** | | **408.84** | **384.38** | **384.38** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 2 | | 2.00 | 187.04 | | 187.04 |
| **Sub-Total** | **2** | | **2.00** | **187.04** | | **187.04** |
| **Totals for Customer ID: AA9SW** | **16** | **185.41** | **2.00** | **$748.29** | **$526.22** | **$713.26** |

| **Customer ID: AA9SX - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 1 | 4.62 | | 14.34 | 13.50 | 13.50 |
| **Sub-Total** | **1** | **4.62** | | **14.34** | **13.50** | **13.50** |
| **Totals for Customer ID: AA9SX** | **1** | **4.62** | | **$14.34** | **$13.50** | **$13.50** |

# Summary By Account Code

| Account Code: XG786 | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Repriced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNL REG 86/87 OC | 4 | 51.82 | | 152.41 | 141.84 | 141.84 |
| **Sub-Total** | **4** | **51.82** | | **152.41** | **141.84** | **141.84** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 11 | 138.21 | | 423.18 | 397.88 | 397.88 |
| **Sub-Total** | **11** | **138.21** | | **423.18** | **397.88** | **397.88** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 2 | | 2.00 | 187.04 | | 187.04 |
| **Sub-Total** | **2** | | **2.00** | **187.04** | | **187.04** |
| **Total for Account Code: XG786** | **17** | **190.03** | **2.00** | **$762.63** | **$539.72** | **$726.76** |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# *Invoice Details*

**Invoice #: 16394**

**Account Code Description: HIDALGO CO ELECTIONS DEPT**

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted 01/01/2008 - 01/30/2008*

| Posting Date / Trans Date | Account Code / Customer ID | Merchant Name | Merchant City / State | Product Description | Price / Re-Price | Quantity | Trans Amt / Amt Due | Transaction # | Card # | Card Holder Name/ Vehicle # | POS Name |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/24/2008<br>01/22/2008 | XG786 /<br>AA9SW | HEB GAS STATION #38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $3.0428<br>$2.8598 | 22.870 | $69.59<br>$65.40 | 000050553 | 3859 | MIKE RAMIR/ 1 | UNKNOWN<br>FLEET |
| 01/02/2008<br>12/31/2007 | XG786 /<br>AA9SW | PCC 9641 Q17 | MCALLEN /<br>TX | UNL REG 86/87<br>OC | $2.8693<br>$2.7519 | 17.140 | $49.18<br>$47.18 | 000048457 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 01/05/2008<br>01/03/2008 | XG786 /<br>AA9SW | HEB GAS STATION #431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0668<br>$2.8838 | 13.570 | $41.62<br>$39.14 | 000059919 | 6834 | TERESA NAVAR/<br>1 | UNKNOWN<br>FLEET |
| 01/07/2008<br>01/05/2008 | XG786 /<br>AA9SW | SNAPPY FOOD 11 Q17 | FALFURRIAS /<br>TX | UNL REG 86/87<br>OC | $2.9602<br>$2.8044 | 11.560 | $34.22<br>$32.42 | 000136415 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 01/07/2008<br>01/04/2008 | XG786 /<br>AA9SW | HEB GAS/CAR WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0879<br>$2.9049 | 0.420 | $1.30<br>$1.22 | 000119789 | 6834 | TERESA NAVAR/<br>1 | UNKNOWN<br>FLEET |
| 01/14/2008<br>01/11/2008 | XG786 /<br>AA9SW | PCC 2179 Q17 | CORPUS<br>CHRIST / | UNL REG 86/87<br>OC | $2.9993<br>$2.6909 | 14.670 | $44.00<br>$39.47 | 000095256 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 01/14/2008<br>01/11/2008 | XG786 /<br>AA9SW | PCC 7791 Q17 | EDINBURG /<br>TX | UNL REG 86/87<br>OC | $2.9598<br>$2.6943 | 8.450 | $25.01<br>$22.77 | 000095458 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 01/15/2008<br>01/12/2008 | XG786 /<br>AA9SW | CPL PAYMENT | 877-2505705 /<br>OK | OTHER<br>MISCELLANEO | $150.4200<br>$0.0000 | 1.000 | $150.42<br>$150.42 | 000044591 | 6834 | TERESA NAVAR/<br>1 | |
| 01/18/2008<br>01/16/2008 | XG786 /<br>AA9SW | HEB GAS STATION #431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0907<br>$2.9077 | 13.060 | $40.35<br>$37.96 | 000062608 | 6834 | TERESA NAVAR/<br>1 | UNKNOWN<br>FLEET |
| 01/25/2008<br>01/23/2008 | XG786 /<br>AA9SW | HEB GROCERY #590 | MCALLEN /<br>TX | OTHER<br>MISCELLANEO | $36.6200<br>$0.0000 | 1.000 | $36.62<br>$36.62 | 000074633 | 6834 | TERESA NAVAR/<br>1 | |
| 01/31/2008<br>01/29/2008 | XG786 /<br>AA9SW | HEB GAS STATION #566 | SAN ANTONIO /<br>TX | FUEL<br>ADJUSTMENT | $3.0015<br>$2.8185 | 9.860 | $29.59<br>$27.79 | 000074789 | 6834 | TERESA NAVAR/<br>1 | UNKNOWN<br>FLEET |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/05/2008<br>01/03/2008 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0668<br>$2.8838 | 15.880 | $48.69<br>$45.78 | 000059920 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 01/12/2008<br>01/10/2008 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.1173<br>$2.9343 | 13.870 | $43.23<br>$40.69 | 000061986 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 01/17/2008<br>01/15/2008 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0793<br>$2.8963 | 18.610 | $57.31<br>$53.90 | 000073362 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 01/26/2008<br>01/24/2008 | XG786 /<br>AA9SW | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0452<br>$2.8622 | 17.230 | $52.46<br>$49.31 | 000062930 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 01/31/2008<br>01/29/2008 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.0015<br>$2.8185 | 8.230 | $24.70<br>$23.19 | 000074804 | 8055 | MARIANO<br>MANZA/ 1 | | UNKNOWN<br>FLEET |
| 01/09/2008<br>01/07/2008 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $3.1060<br>$2.9230 | 4.620 | $14.34<br>$13.50 | 000064986 | 8139 | 654196<br>654196 | VEHIC/ | FLEET<br>UNKNOWN |

**Total Net Amount Due: $726.76**

TRANSMONTAIGNE PRODUCT SERVICES INC.

| | |
|---|---|
| **Invoice Number** | 017104 |
| **Invoice Date** | March 03, 2008 |
| **Bill To** | 72239 |
| **Payment Due Date** | April 02, 2008 |

# *Invoice*

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539-0000

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted - 01/31/2007*

**Account Code: XG786**

| | | | |
|---|---|---|---|
| **Customer ID :** | **AA9SW - HIDALGO CO ELECTIONS DEPT** | **$** | **438.08** |
| **Customer ID :** | **AA9SX - HIDALGO CO ELECTIONS DEPT** | **$** | **287.05** |

**Account Code XG786 Total:** **$ 725.13**

**Invoice Total:** **$ 725.13**

| | |
|---|---|
| **Remit To:** | TransMontaigne Product Services Inc.<br>Dept 1282<br>Denver, CO 80291 |
| **Note:** | Please include the Invoice Number(s)<br>with your remittance. |
| **Invoice Inquiries:** | Comdata<br>1-866-662-3535 or via e-mail to<br>gov@comdata.com |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# Summary Report
# For Invoice Number 17104
# Dated March 03, 2008

STATE OF TEXAS
HIDALGO COUNTY ELECTIONS DEPT
101 S 10TH AVENUE
EDINBURG, TX 78539

Fuel and non-fuel transactions posted **- 01/31/2007**

**Account Code: XG786**

| **Customer ID: AA9SW - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNLEADED REGULAR | 2 | 27.67 | | 57.42 | 50.49 | 50.49 |
| **Sub-Total** | **2** | **27.67** | | **57.42** | **50.49** | **50.49** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 2 | 23.35 | | 53.28 | 49.01 | 49.01 |
| **Sub-Total** | **2** | **23.35** | | **53.28** | **49.01** | **49.01** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 1 | | 1.00 | 338.58 | | 338.58 |
| **Sub-Total** | **1** | | **1.00** | **338.58** | | **338.58** |
| **Totals for Customer ID: AA9SW** | **5** | **51.02** | **1.00** | **$449.28** | **$99.50** | **$438.08** |

| **Customer ID: AA9SX - HIDALGO CO ELECTIONS DEPT** | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Re-priced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNLEADED REGULAR | 3 | 63.39 | | 129.01 | 121.31 | 121.31 |
| **Sub-Total** | **3** | **63.39** | | **129.01** | **121.31** | **121.31** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 7 | 80.46 | | 180.47 | 165.74 | 165.74 |
| **Sub-Total** | **7** | **80.46** | | **180.47** | **165.74** | **165.74** |

| | | | | | |
|---|---|---|---|---|---|
| **Totals for Customer ID: AA9SX** | **10** | **143.85** | **$309.48** | **$287.05** | **$287.05** |

# Summary By Account Code

| Account Code: XG786 | Transaction Line Items | Gallons | Quantity | Original Amount Due ($) | Repriced Amount Due ($) | Invoiced Amount Due ($) |
|---|---|---|---|---|---|---|
| **Re-Priced Index** | | | | | | |
| UNLEADED REGULAR | 5 | 91.06 | | 186.43 | 171.80 | 171.80 |
| **Sub-Total** | **5** | **91.06** | | **186.43** | **171.80** | **171.80** |
| **Re-Priced Non-Index** | | | | | | |
| FUEL ADJUSTMENT | 9 | 103.81 | | 233.75 | 214.75 | 214.75 |
| **Sub-Total** | **9** | **103.81** | | **233.75** | **214.75** | **214.75** |
| **Pass Thru** | | | | | | |
| OTHER MISCELLANEOUS TRANS | 1 | | 1.00 | 338.58 | | 338.58 |
| **Sub-Total** | **1** | | **1.00** | **338.58** | | **338.58** |
| **Total for Account Code: XG786** | **15** | **194.87** | **1.00** | **$758.76** | **$386.55** | **$725.13** |

TRANSMONTAIGNE PRODUCT SERVICES INC.

# *Invoice Details*

**Invoice #: 17104**

**Account Code Description: HIDALGO CO ELECTIONS DEPT**

## Energy Supply Chain Services

*Fuel and non-fuel transactions posted - 01/31/2007*

| Posting Date / Trans Date | Account Code / Customer ID | Merchant Name | Merchant City / State | Product Description | Price / Re-Price | Quantity | Trans Amt / Amt Due | Transaction # | Card # | Card Holder Name/ Vehicle # | POS Name |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/17/2007<br>01/15/2007 | XG786 /<br>AA9SW | DIAMOND 538<br>SHAMROCQ17 | KERRVILLE /<br>TX | UNLEADED<br>REGULAR | $2.1500<br>$1.8267 | 13.870 | $29.82<br>$25.33 | 000078873 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 01/22/2007<br>01/20/2007 | XG786 /<br>AA9SW | PCC 9694 Q17 | MISSION /<br>TX | UNLEADED<br>REGULAR | $2.0000<br>$1.8234 | 13.800 | $27.60<br>$25.16 | 000126065 | 6834 | TERESA NAVAR/<br>1 | TERESA<br>NAVARRO |
| 01/30/2007<br>01/28/2007 | XG786 /<br>AA9SW | GALLERIA PARK<br>HOTEL | SAN<br>FRANCISCO / | OTHER<br>MISCELLANEO | $338.5800<br>$0.0000 | 1.000 | $338.58<br>$338.58 | 000031337 | 6834 | TERESA NAVAR/<br>1 | |
| 01/06/2007<br>01/04/2007 | XG786 /<br>AA9SX | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.3421<br>$2.1591 | 10.970 | $25.70<br>$23.69 | 000074948 | 6842 | 884773 VEHIC/<br>884773 | FLEET<br>UNKNOWN |
| 01/08/2007<br>01/05/2007 | XG786 /<br>AA9SX | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.3345<br>$2.1515 | 8.290 | $19.35<br>$17.83 | 000114398 | 6842 | 884773 VEHIC/<br>884773 | FLEET<br>UNKNOWN |
| 01/22/2007<br>01/19/2007 | XG786 /<br>AA9SX | HEB GAS STATION<br>#231 | WESLACO /<br>TX | FUEL<br>ADJUSTMENT | $2.2331<br>$2.0501 | 7.530 | $16.82<br>$15.44 | 000116221 | 6842 | 884773 VEHIC/<br>884773 | FLEET<br>UNKNOWN |
| 01/24/2007<br>01/22/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.1967<br>$2.0137 | 19.210 | $42.20<br>$38.68 | 000073170 | 6842 | 884773 VEHIC/<br>884773 | FLEET<br>UNKNOWN |
| 01/24/2007<br>01/22/2007 | XG786 /<br>AA9SX | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.1967<br>$2.0137 | 15.480 | $34.00<br>$31.17 | 000073172 | 6842 | 884773 VEHIC/<br>884773 | FLEET<br>UNKNOWN |
| 01/29/2007<br>01/26/2007 | XG786 /<br>AA9SX | HEB GAS STATION<br>#38 | SAN JUAN /<br>TX | FUEL<br>ADJUSTMENT | $2.1786<br>$1.9956 | 10.280 | $22.40<br>$20.52 | 000120727 | 6842 | 884773 VEHIC/<br>884773 | FLEET<br>UNKNOWN |
| 01/11/2007<br>01/09/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.2699<br>$2.0869 | 12.460 | $28.28<br>$26.00 | 000077208 | 8030 | RENE SOLIS/ 1 | UNKNOWN<br>FLEET |
| 01/13/2007<br>01/11/2007 | XG786 /<br>AA9SW | HEB GAS/CAR<br>WASH #172 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.2964<br>$2.1134 | 10.890 | $25.00<br>$23.01 | 000075443 | 8030 | RENE SOLIS/ 1 | UNKNOWN<br>FLEET |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01/10/2007<br>01/08/2007 | XG786 /<br>AA9SX | HEB GAS STATION<br>#431 | EDINBURG /<br>TX | FUEL<br>ADJUSTMENT | $2.2988<br>$2.1158 | 8.700 | $20.00<br>$18.41 | 000072570 | 8113 | 829747<br>829747 | VEHIC/ | FLEET<br>UNKNOWN |
| 01/04/2007<br>01/02/2007 | XG786 /<br>AA9SX | PCC 9648 Q17 | EDINBURG /<br>TX | UNLEADED<br>REGULAR | $2.0598<br>$2.0012 | 24.760 | $51.00<br>$49.55 | 000084014 | 8121 | 654196<br>654196 | VEHIC/ | AMADO<br>CAVAZOS |
| 01/11/2007<br>01/09/2007 | XG786 /<br>AA9SX | PCC 9648 Q17 | EDINBURG /<br>TX | UNLEADED<br>REGULAR | $2.0196<br>$1.8742 | 16.840 | $34.01<br>$31.57 | 000086447 | 8121 | 654196<br>654196 | VEHIC/ | AMADO<br>CAVAZOS |
| 01/13/2007<br>01/11/2007 | XG786 /<br>AA9SX | DIAMOND 1518<br>SHAMROQ17 | MCALLEN /<br>TX | UNLEADED<br>REGULAR | $2.0193<br>$1.8442 | 21.790 | $44.00<br>$40.19 | 000083197 | 8121 | 654196<br>654196 | VEHIC/ | AMADO<br>CAVAZOS |

**Total Net Amount Due: $725.13**

**AI-12107** **20.F.**

**Purchasing- Interdept transfer**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Veronica Lopez, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Purchasing Department:
Approval of 2008 interdepartmental transfer from County Wide Administration to Purchasing Department (1100) in the amount of $10,000.00 for advertising expenditures.

### BACKGROUND

Interdepartmental transfer needed for advertising expenditures.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-XX-1XX-00X-0-XXX

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

**BUDGETARY IMPACT:**

Funds available as of 11-05-08

## Attachments

Link: Interdept. Transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 08:44 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 11/05/2008 09:30 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 04:53 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Veronica Lopez Started On: 11/05/2008 08:17 AM

Final Approval Date: 11/07/2008

**DATE:** November 5, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Management for Purchasing Department

**ACCOUNT NUMBER:** 8-1100-415-XX-1XX-00X-0-XXX

**2008**
**Transfer**
**AI-12107**

**SUBJECT:** **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| FROM | | |
| 8-1100-415-00-115-002-0- 899 | Co Wide Adm- Contingency | (10,000.00) |
| | | |
| | | |
| TO | | |
| 8-1100-415-18-160-001-0- 540 | Purchasing- Advertising | 10,000.00 |
| | | |
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| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

**REASON:** Transfer needed from County Wide- Contingency into Purchasing- Advertising for advertising expenditures.

**Approved by**

**COMMISSIONERS COURT**

____/____/____
**DATE**

**ATTEST, COUNTY CLERK**

**AI-12091** **20.G.**

**2008 interdpt for Planning Dept (1100)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Dale Kennan, BUDGET & MANAGEMENT |
| **Submitted For:** | Planning Dept (1100) |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Planning Department:
Approval of 2008 interdepartmental transfer from County Wide Administration to the Planning Department (1100) in the amount of $20,649.87 to offset the cost of computers, software and peripherals.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1100-41X-X0-X1X-00X-0-XXX

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

### BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to the 8-1100-419-10-210-001-0-336, 665, 667, 745 & 747 in the total amount of $20,649.87 to help offset the cost of computers, software and peripherals. Funding available for transfer as of 11/4/08.

## Attachments

Link: 2008 Interdept Transfer- Planning (1100)

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 11/04/2008 04:13 PM | APRV |
| 2 | Auditor's Office | Becky Morales | 11/04/2008 04:57 PM | APRV |
| 3 | Dale Kennan (Originator) | Dale Kennan | 11/04/2008 05:00 PM | APRV |
| 4 | Budget & Management | Veronica Lopez | 11/05/2008 07:48 AM | APRV |
| 5 | Veronica Lopez | Veronica Lopez | 11/05/2008 09:07 AM | APRV |
| 6 | Veronica Lopez | Veronica Lopez | 11/05/2008 02:29 PM | APRV |
| 7 | Auditor's Office | Linda Fong | 11/06/2008 04:50 PM | APRV |
| 8 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Dale Kennan Started On: 11/04/2008 12:58 PM

Final Approval Date: 11/07/2008

**DATE:** November 4, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Planning Department (1100)

**ACCOUNT NUMBER:** 8-1100-41X-X0-X1X-00X-0-XXX

**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 |
|---|---|---|
| | | |
| 8-1100-415-00-115-002-0-899 | CO WIDE ADM-CONTINGENCY | (20,649.87) |
| | | |
| 8-1100-419-10-210-001-0-336 | PLANNING DEPT-COMPUTER SERVICES | $ 472.64 |
| 8-1100-419-10-210-001-0-665 | PLANNING DEPT-MINOR COMPUTER EQUIPMENT | $ 3,027.56 |
| 8-1100-419-10-210-001-0-667 | PLANNING DEPT-MINOR SOFTWARE | $ 635.00 |
| 8-1100-419-10-210-001-0-745 | PLANNING DEPT-COMPUTER EQUIPMENT | $ 7,722.64 |
| 8-1100-419-10-210-001-0-747 | PLANNING DEPT-SOFTWARE | $ 8,792.03 |
| | | |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:**
**Transfer from CO WIDE ADM-CONTINGENCY to PLANNING DEPT-VARIOUS ACCOUNTS to fund future computer services, computers, software and peripherals purchase.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE**

**ATTEST COUNTY CLERK**

**AI-12096** **20.H.**

# Interdept transfer from Countywide Contingency to Insect Eradication (1100)

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Insect Eradicaton:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Insect Eradiction - Other R & M Supplies (1100) in the amount of $470.00.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-115-0XX-0-XXX

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

### BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-461-00-115-037-0-679 $470.00; funds available as of 11-4-08.

## Attachments

Link: Insect Eradication transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 11/04/2008 02:35 PM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/05/2008 07:49 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 11/05/2008 09:33 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/06/2008 04:51 PM | APRV |
| 5 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Ivan Cantu Started On: 11/04/2008 02:23 PM

Final Approval Date: 11/07/2008

**DATE:** November 4, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Insect Eradication

**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 | (470.00) |
| | | | |
| | | | |
| TO | | | |
| 8-1100-461-00-115-037-0- 679 | INSECT ERADICATION- | OTHER R & M SUPPLIES | 470.00 |
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| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:** To fund anticipated expenditures in the object code stated above.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

**AI-12105** **20.I.**

**Interdept transfer from Countywide Contingency to Autopsies (1100)**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Autopsies:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Autopsies - Autopsy Services (1100) in the amount of $100,000.00.

### BACKGROUND

## 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 --> 8-1100-421-00-080-003-0-344 $100,000.00 to fund year-end estimated expenditures for autopsy services; funds available as of 11-5-08.

## Attachments

Link: Autopsy services interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 11/05/2008 07:20 AM | APRV |
| 2 | Budget & Management | Veronica Lopez | 11/05/2008 07:52 AM | APRV |
| 3 | Erika Reyna | Erika Reyna | 11/05/2008 09:44 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 11/06/2008 04:52 PM | APRV |
| 5 | Purchasing Department | Marty Salazar | 11/07/2008 10:55 AM | APRV |

Form Started By: Ivan Cantu Started On: 11/04/2008 04:22 PM

Final Approval Date: 11/07/2008

**DATE:** November 5, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Autopsies

**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 | (100,000.00) |
| | | | |
| | | | |
| TO | | | |
| 8-1100-421-00-080-003-0- 344 | AUTOPSIES- | AUTOPSY SERVICES | 100,000.00 |
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| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:** To fund year-end estimated expenditures for autopsy services.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

**AI-12164** **20.J.**

**Interdepartmental Transfer CO 2004 (1334) Precinct#4**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Manuel Chapa, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

C. O.'s Series 2004 - Precinct# 4:
Approval of 2008 interdepartmental transfer within Certificate of Obligation Series 2004 - Precinct# 4 (1334) from (program 020) to Trenton "I" Rd. - Fm 493 (program 031) and to Wallace Fm 1925 - Fm 490 (program 035) in the total amount of $700,000.00 to fund road improvements.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1334-431-00-124-0XX-0-334

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

### BUDGETARY IMPACT:

8-1334-431-00-124-020-0-334-->8-1334-431-00-124-031-0-731 $500,000.00
8-1334-431-00-124-020-0-334-->8-1334-431-00-124-035-0-731 $200,000.00

Available balance as of 11-06-08 $700,000.00.

## Attachments

Link: interdepartmental transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 09:54 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 11/06/2008 10:15 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/06/2008 04:45 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Manuel Chapa — Started On: 11/06/2008 09:32 AM

Final Approval Date: 11/07/2008

**DATE:** November 6, 2008 AI# 12164

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPT. OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2004

**SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection 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, Section 111.070, Subsection C.**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| FROM | | |
| 8-1334-431-00-124-020-0- 334 | C.O., 2004 - PRECINCT 4 - ENG. & ARCH. SERVICES | (700,000.00) |
| | | |
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| | | |
| TO | | |
| 8-1334-431-00-124-031-0- 731 | C.O., 2004 - PRECINCT 4 - TRENTON ("I" RD - FM 493) - ROADS | 500,000.00 |
| 8-1334-431-00-124-035-0- 731 | C.O., 2004 - PRECINCT 4 - WALLACE (FM 1925 - FM 490) - ROADS | 200,000.00 |
| | | |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON: TO FUND TRENTON AND WALLACE ROAD IMPROVEMENTS (PREVIOUSLY FUNDED THROUGH C.O., SERIES 2006).**

**DEPARTMENT HEAD SIGNATURE**

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

**AI-12192** **20.K.**

**Pct 2 Drainage Improvement Project (1202)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Dale Kennan, BUDGET & MANAGEMENT |
| **Submitted For:** | Pct 2 Drainage Improvement Project (1202) |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Pct 2 Drainage Improvement Project (1202):
Approval of 2008 interdepartmental transfer from Pct 2 Paved/Unpaved Roads to Pct 2 Drainage Improvement Project (1202) in the total amount of $68,997.61, to fund salaries and fringes for the remainder on 2008.

### BACKGROUND

Positions previously approved on CC 10/28/08 (AI-11857).

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-0XX-0-XXX

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

### BUDGETARY IMPACT:

Funding available from salary sweep from within the department (as of 11/6/08).
8-1202-431-00-122-006-0-113-->8-1202-431-00-122-034-0-XXX $68,997.61

## Attachments

Link: PCT 2 Drain Imprv Prj (1202)

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 08:06 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 11/07/2008 09:07 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 11:41 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 04:08 PM | APRV |

Form Started By: Dale Kennan Started On: 11/06/2008 05:15 PM

Final Approval Date: 11/07/2008

**DATE:** November 6, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for PCT.2 DRAIN IMPRV PRJ (1202)

**ACCOUNT NUMBER:** 8-1202-431-00-122-0XX-0-XXX

**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 |
|---|---|---|
| | | |
| 8-1202-431-00-122-006-0-113 | PCT.2 P/U RD-PERM F/T EMPLOYEES | (68,997.61) |
| | | |
| 8-1202-431-00-122-034-0-113 | PCT.2 DRAIN IMPRV PRJ-PERM F/T EMPLOYEES | 50,618.32 |
| 8-1202-431-00-122-034-0-211 | PCT.2 DRAIN IMPRV PRJ-HEALTH INSURANCE | 6,643.34 |
| 8-1202-431-00-122-034-0-212 | PCT.2 DRAIN IMPRV PRJ-LIFE INSURANCE | 43.12 |
| 8-1202-431-00-122-034-0-220 | PCT.2 DRAIN IMPRV PRJ-FICA | 3,872.30 |
| 8-1202-431-00-122-034-0-230 | PCT.2 DRAIN IMPRV PRJ-RETIREMENT | 4,444.29 |
| 8-1202-431-00-122-034-0-250 | PCT.2 DRAIN IMPRV PRJ-UNEMPLOYMENT COMP | 253.09 |
| 8-1202-431-00-122-034-0-260 | PCT.2 DRAIN IMPRV PRJ-WORKERS COMP | 3,123.15 |
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| **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**
**Transfer from PCT.2 P/U RD-PERM F/T EMPLOYEES to PCT.2 DRAIN IMPRV PRJ-PERM F/T EMPLOYEES and fringes to fund the employees for the Drainage Improvement Project.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-12195** **20.L.**

# BUDGET AMENDMENT - DRAINAGE IMPROVEMENT PROJECT PCT# 4

## CC REGULAR

**Date:** 11/12/2008
**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Category:** Budget and Management

## Information

### CAPTION

Precinct# 4 - Drainage Improvement Project (1204).
Approval of 2008 appropriation of funds to Precinct# 4 R&B (1204) - Drainage Improvement Project in the amount of $100,595.00.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-036-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

| | |
|---|---|
| Appropriation of funds to object code 339 | $ 500.00 |
| Appropriation of funds to object code 441 | $ 1,000.00 |
| Appropriation of funds to object code 733 | $ 99,095.00 |
| | $100,595.00 |

Available balance for appropriation as of 11-7-08 $103,109.28

## Attachments

Link: BA Pct 4 drainage improv

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 08:56 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 11/07/2008 10:04 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 11/07/2008 10:40 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/07/2008 10:56 AM | APRV |

Form Started By: Manuel Chapa Started On: 11/07/2008 08:12 AM

Final Approval Date: 11/07/2008

**DATE:** November 7, 2008

**DEPARTMENT HEAD:** VALDE GUERRA

**AI - 12195**

**DEPARTMENT NAME:** DEPARTMENT OF BUDGET AND MANAGEMENT
FOR PRECINCT#4 - R&B (1204)

**SUBJECT:** **Budget Amendments (increases) 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 |
|---|---|---|
| | | |
| 8-1204-431-00-124-036-0- 339 | PCT# 4 DRAINAGE IMPROV. PROJECT - OTHER PROFESSIONAL SVC | 500.00 |
| | | |
| 8-1204-431-00-124-036-0- 441 | PCT# 4 DRAINAGE IMPROV. PROJECT - RENTAL OF LAND & BLDG. | 1,000.00 |
| | | |
| 8-1204-431-00-124-036-0- 733 | PCT# 4 DRAINAGE IMPROV. PROJECT - DRAINAGE DITCHES | 99,095.00 |
| | | |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **100,595.00** |

**REASON:** **TO APPROPRIATE FUNDING NEEDED TO COVER TITLE & SURVEYING ($500) AND LAND LEASE ($1,000 +-) IN THE KAYLEN HEIGHTS# 3, LOT 12 LICENSE AGREEMENT (AI#12104). THE OTHER $99,095 IS TO COVER FUTURE DRAINAGE DITCHES EXPENSES.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

____/____/____
**DATE**

**ATTEST COUNTY CLERK**

**AI-12197** **20.M.**

**Interdepartmental Transfer C.O. 2006 B&G**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Rolando Garcia, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

C.O. Series 2006 - (1336)
1. Approval of unappropriation of funds from Certificates of Obligation, Series 2006-Buildings and Grounds in the amount of $ 280,000.00 for arbitrage payment reserve.

2. Approval of 2008 interdepartmental transfer within Certificate of Obligation Series 2006 from Buildings and Grounds - Courts Old/Juvenile Detention Building (program 026) to Elections (program 035) $85,000.00 and Mansion (program 014) $35,000.00 for total amount of $120,000.00 to fund additions and renovations.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-412-00-220-026-0-452

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

### BUDGETARY IMPACT:

8-1336-412-00-220-026-0-452-->8-1336-414-00-220-035-0-452 $85,000.00
8-1336-412-00-220-026-0-452-->8-1336-444-00-220-014-0-452 $35,000.00

Available balance as of 11/07/08 $400,000.00

## Attachments

Link: UNAPPR

Link: INTRA LIT

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 10:14 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 11/07/2008 11:21 AM | APRV |
| 3 | Roland Garcia (Originator) | | 11/07/2008 04:47 PM | PEND |

Form Started By: Rolando Garcia — Started On: 11/07/2008 09:01 AM

Final Approval Date: 11/07/2008

**DATE:** November 5, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Certificates of Obligation, Series 2006

**ACCOUNT NUMBER:** 8-1336-414-00-220-035-0-452

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Rolando Garcia
**Ph#:** 292-7025 Ext. 5761

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 |
|---|---|---|
| | | |
| 8-1336-412-00-220-026-0-452 | C.O.2006-B&G-2 CRTS/OLDJUV DET-BLDG ADD | (280,000.00) |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **-280,000.00** |

**REASON:**
**UNAPPROPRIATION OF FUNDS FROM CERTIFICATES OF OBLIGATION, SERIES 2006-BUILDINGS & GROUNDS FOR ARBITRAGE PAYMENT RESERVE**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**DATE:** November 5, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for (Elections) Certificates of Obligation, Series 2006

**ACCOUNT NUMBER:** 8-1336-414-00-220-035-0-452

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Rolando Garcia
**Ph#:** 292-7025 Ext. 5761

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 |
|---|---|---|
| | | |
| 8-1336-412-00-220-026-0-452 | C.O.2006-B&G-2 CRTS/OLDJUV DET-BLDG ADD | (120,000.00) |
| | | |
| | | |
| | | |
| 8-1336-444-00-220-014-0-452 | C.O.,2004-B&G-MANSION-BLDG ADD & RENOV | $35,000.00 |
| 8-1336-414-00-220-035-0-452 | C.O.,2006-B&G-ELECTIONS-BLDG ADD & RENOV | $85,000.00 |
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| **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**
**TRANSFER TO FUND ADDITIONS AND RENOVATIONS**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-12208** **20.N.**

**TxDOT Fund Transfer**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Sergio Cruz, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

TXDOT FUND (1336):
1. Approval of appropriation of funds from SIB loan proceeds for TxDOT Project - Mile 2 West (Mile 12 to U.S. 83) in the amount of $321,266.52.
2. Approval of interfund transfer from TxDOT Project - Mile 2 West (Mile 12 to U.S. 83) and TxDOT Project Mile 6 West to Certificates of Obligation, 2006 Series in the amount of $ 360,593.90

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Transfer

## Form Routing/Status

| | |
|---|---|
| Form Started By: Sergio Cruz | Started On: 11/07/2008 04:23 PM |
| Final Approval Date: 11/07/2008 | |

**DATE:** November 12, 2008

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2006

**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 |
|---|---|---|
| | | |
| 8-1336-431-00-121-041-0- 731 | C.O.,2006-PCT.1-ROADS | 360,593.90 |
| 8-1336-491-01-000-315-0- 891 | TRANSFERS OUT-TXDOT PROJECTS | (360,593.90) |
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| 8-1315-391-01-000-336-0- 000 | TRANSFERS IN-CERT OF OBLIG, 2006 | (360,593.90) |
| 8-1315-431-00-121-040-0- 711 | TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROW | (4,450.00) |
| 8-1315-431-00-121-040-0- 731 | TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROADS | (65,550.00) |
| 8-1315-431-00-121-039-0- 711 | TXDOT PRJ-MILE 6 WEST-ROW | (111,486.68) |
| 8-1315-431-00-121-039-0- 731 | TXDOT PRJ-MILE 6 WEST-ROADS | (179,107.22) |
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| | TOTAL BUDGET INCREASE (DECREASE) | (360,593.90) |

**REASON:** **REVERSE ORIGINAL TRANSFER DUE TO SIB LOAN FUNDING FOR MILE 2 WEST (P.O. 608544) AND MILE 6 WEST (P.O. 608545).**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

/ /
**DATE**

**ATTEST COUNTY CLERK**

**AI-12209** **20.O.**

**Budget Amendment**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Damaris San Miguel, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Approval of 2008 appropriation of funds for Courthouse Security (1241) in the amount of $640.00.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Budget Amendment

## Form Routing/Status

| | |
|---|---|
| Form Started By: Damaris San Miguel | Started On: 11/07/2008 04:42 PM |
| Final Approval Date: 11/07/2008 | |

**DATE:** 11/7/2008

**DEPARTMENT HEAD:** Valde Guerra, Comm. Court Executive Officer

**DEPARTMENT NAME:** Budget & Management c/o Courthouse Security

**ACCOUNT NUMBER:** 8-1241-421-23-115-044-0

**SUBJECT:** Budget Amendments

**Honorable Commissioners' Court of Hidalgo County:**

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

| INCREASE OBJECT NUMBER(S) | | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|---|
| 8-1241-421-23-115-044-0 | 611 | POLICE SUPPLIES | 600.00 |
| 8-1241-421-23-115-044-0 | 855 | LATE FEES | 40.00 |
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| **TOTAL BUDGET INCREASE REQUEST** | | | **$ 640.00** |

**REASON:**

**To appropriate funds to pay Atomic Energy invoices**

**DEPARTMENT HEAD SIGNATURE**

_____ ____/____/____ _____

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

**AI-12210** **20.P.**

**Pct# 4 Drainage Improvement Project (1204)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Manuel Chapa, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Pct 4 Drainage Improvement Project (1204):
Approval of 2008 interdepartmental transfer from Pct 4 Paved/Unpaved Roads to Pct 4 Drainage Improvement Project (1204) in the total amount of $28,085.13 to fund salaries and fringes for the remainder of 2008 (Director of Construction & Assistant Director of Construction).

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-007-0-113

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

### BUDGETARY IMPACT:

Funding available from lapse funding from within the department (as of 11/6/08).
8-1204-431-00-124-007-0-113-->8-1204-431-00-124-036-0-XXX $28,085.13

## Attachments

Link: interdept. transfer Pct 4 Drainage

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| | | Manuel Chapa | 11/07/2008 04:43 PM | CREATED |
| 1 | Budget & Management | Veronica Lopez | 11/07/2008 04:59 PM | APRV |
| 2 | Erika Reyna | | | PEND |
| 3 | Auditor's Office | | | |
| 4 | Purchasing Department | | | |

Form Started By: Manuel Chapa Started On: 11/07/2008 04:43 PM

**DATE:** November 6, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for PCT.4 DRAIN IMPRV PRJ (1204) **AI# 12210**

**ACCOUNT NUMBER:** 8-1204-431-00-124-036-0-XXX

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Manuel Chapa
**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 |
|---|---|---|
| | | |
| 8-1204-431-00-124-007-0-113 | PCT.4 P/U RD-PERM F/T EMPLOYEES | (28,085.13) |
| | | |
| 8-1204-431-00-124-036-0-113 | PCT.4 DRAIN IMPRV PRJ-PERM F/T EMPLOYEES | 20,366.30 |
| 8-1204-431-00-124-036-0-211 | PCT.4 DRAIN IMPRV PRJ-HEALTH INSURANCE | 1,872.74 |
| 8-1204-431-00-124-036-0-212 | PCT.4 DRAIN IMPRV PRJ-LIFE INSURANCE | 12.10 |
| 8-1204-431-00-124-036-0-220 | PCT.4 DRAIN IMPRV PRJ-FICA | 1,558.03 |
| 8-1204-431-00-124-036-0-230 | PCT.4 DRAIN IMPRV PRJ-RETIREMENT | 1,788.16 |
| 8-1204-431-00-124-036-0-250 | PCT.4 DRAIN IMPRV PRJ-UNEMPLOYMENT COMP | 101.83 |
| 8-1204-431-00-124-036-0-260 | PCT.4 DRAIN IMPRV PRJ-WORKERS COMP | 2,385.97 |
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| **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**
**Transfer from PCT.4 P/U RD-PERM F/T EMPLOYEES to PCT.4 DRAIN IMPRV PRJ-PERM F/T EMPLOYEES and fringes to fund the employees for the Drainage Improvement Project.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-12089** **21.D.**

**Cause No. C-800-07-G**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Norma Silva, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Cause No. C-800-07-G; Marcial Vasquez, Guadalupe Vasquez and Manuel Silva vs Hidalgo County Sheriff Department and Ernestina Molina Garcia

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 07:47 AM | APRV |
| 2 | Auditor's Office | Linda Fong | 11/06/2008 04:32 PM | APRV |
| 3 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Norma Silva — Started On: 11/04/2008 11:25 AM

Final Approval Date: 11/07/2008

**AI-12179** **21.E.**

**Cause No. C1374-08-I**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Norma Silva, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Cause No. C1374-08-I; Dolores Nava Huerta vs Hidalgo County

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 03:35 PM | APRV |
| 2 | Auditor's Office | Linda Fong | 11/06/2008 04:34 PM | APRV |
| 3 | Purchasing Department | Marty Salazar | 11/07/2008 10:57 AM | APRV |
| Form Started By: Norma Silva | | | Started On: 11/06/2008 01:51 PM | |
| Final Approval Date: 11/07/2008 | | | | |

**AI-12090** **22.D.**

**Cause No. C-800-07-G**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Norma Silva, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Cause No. C-800-07-G; Marcial Vasquez, Guadalupe Vasquez and Manuel Silva vs Hidalgo County Sheriff Department and Ernestina Molina Garcia

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/05/2008 07:47 AM | APRV |
| 2 | Auditor's Office | Linda Fong | 11/06/2008 04:33 PM | APRV |
| 3 | Purchasing Department | Marty Salazar | 11/07/2008 10:54 AM | APRV |

Form Started By: Norma Silva — Started On: 11/04/2008 11:29 AM

Final Approval Date: 11/07/2008

**AI-12180** **22.E.**

**Cause No. C-1374-08-I**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 11/12/2008 |
| **Submitted By:** | Norma Silva, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Cause No. C-1374-08-I; Dolores Nava Huerta vs Hidalgo County

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Veronica Lopez | 11/06/2008 03:35 PM | APRV |
| 2 | Auditor's Office | Linda Fong | 11/06/2008 04:33 PM | APRV |
| 3 | Purchasing Department | Marty Salazar | 11/07/2008 10:57 AM | APRV |
| Form Started By: Norma Silva | | | Started On: 11/06/2008 01:52 PM | |
| Final Approval Date: 11/07/2008 | | | | |