AI-15291 **6.B.**

457 Plan wd request

CC REGULAR

Date:	05/05/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee # 065404

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 11:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	05/01/2009 11:27 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Monica Badillo			Started On: 05/01/2009 10:38 AM	
Final Approval Date: 05/01/2009				

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 RETIREMENT PLAN EMPLOYEE # 065404

Participant Nam[redacted]

Address 4513 [redacted]

Social Security N[redacted] e No. (956) 383-3112

SECTION I – Ha[redacted]

I understand that th[redacted] ardship only to the extent that the amount of the withdrawal is n[redacted] need. I represent that I have obtained all distributions, other t[redacted] ther non-taxable loans currently available to me under the Plan, [redacted] y. I understand that this withdrawal will be taxable as ordinary [redacted] n addition, a 10% penalty tax will apply unless I am at le[redacted] lrawn to pay certain deductible medical expenses as provi[redacted]

IRS ru[redacted] to the 401(k) Plan for at least 6 [redacted] withdrawal.

The IRS only all[redacted] ship withdrawal. Check the one that applies to you.

(X) 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 N/A

Total amount deferred since you initially joined the plan $ N/A

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

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 [signature] Date 4/28/09

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

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 4/30/09 BY: [signature]

AI-15288 **6.C.**

ICA with Willacy County (rescind/reapprove) - Pct#4

CC REGULAR

Date:	05/05/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Pct. #4:
1. Approval to rescind action taken on 4/7/09 regarding Interlocal Agreement with Willacy County (joint maintenance of road CR 10)
2. Approval of Interlocal Agreement between Hidalgo County and Willacy County (joint maintenance of road CR 10) clarifying effective date of Agreement.

BACKGROUND

Hidalgo County approved Agreement on 4/7/09
Willacy County approved Agreement on 4/28/09

(Each Agreement had their own effective date)
Steve Crain suggested placement on agenda to clarify-- mb

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 5-1-09 $79,383.86

Attachments

Link: ICA

Link: ICA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 10:25 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/01/2009 03:04 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Monica Badillo — Started On: 04/30/2009 04:36 PM

Final Approval Date: 05/01/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND WILLACY COUNTY, TEXAS

This AGREEMENT is made on this the 28th day of April 2009, by and between the **HIDLAGO COUNTY, TEXAS** hereinafter referred to as "Hidalgo County" and the **WILLACY COUNTY, TEXAS**, hereinafter referred to as "Willacy County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Edinburg Consolidated Independent School District bus route in northern Hidalgo County runs along CR 10 and Jesus Maria Lane (the "Road");

WHEREAS, the Road being in Hidalgo County, enters into Willacy County and then returns to Hidalgo County;

WHEREAS, approximately three miles of the Road straddles the county line of Hidalgo and Willacy County, approximately three miles of the Road lies within Willacy County and approximately three and one-half miles of the Road lies in Hidalgo County;

WHEREAS, the Road is used by citizens of both Hidalgo and Willacy Counties and serves as a mutual benefit to both counties;

WHEREAS, Hidalgo and Willacy counties desire to jointly maintain by providing grading services to the Road in order to promote public safety and the welibeing of the citizens who travel on the Road;

WHEREAS, Hidalgo County desires to enter into an Interlocal Cooperation Agreement with Willacy County for the joint maintenance of the Road.

NOW THEREFORE, Hidalgo County and Willacy County for consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Hidalgo County and Willacy County agree to jointly and mutually maintain the Road a distance of approximately 9.9 miles ending at Jesus Maria Lane by providing grading services to the surface of the Road at least three times a year each or more often on an as needed basis.

2. Hidalgo and Willacy counties mutually authorize the other to enter the boundaries of their respective jurisdiction if necessary in order to maintain the Road as described in paragraph 1 above.

3. Hidalgo and Willacy counties agree it is in their mutual best interest to provide maintenance of the Road as described herein and that the Road serves as a connecting link and integral part of their county road systems.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision 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.

6. **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.

7. **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) and 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 and Willacy Counties, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 Willacy County: Willacy County
Attn: County Judge
576 W. Main St.
Raymondville, Tx 78580

If to Hidalgo County: Hidalgo County
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

10. **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.

11. **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.

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

13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo and Willacy Counties have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo and Willacy Counties in accordance with its terms.

16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Willacy County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, TEXAS
AND WILLACY COUNTY, TEXAS

This AGREEMENT is made on this the 7th day of April 2009, by and between the **HIDALGO COUNTY, TEXAS** hereinafter referred to as "Hidalgo County" and the **WILLACY COUNTY, TEXAS**, hereinafter referred to as "Willacy County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Edinburg Consolidated Independent School District bus route in northern Hidalgo County runs along CR 10 and Jesus Maria Lane (the "Road");

WHEREAS, the Road being in Hidalgo County, enters into Willacy County and then returns to Hidalgo County;

WHEREAS, approximately three miles of the Road straddles the county line of Hidalgo and Willacy County, approximately three miles of the Road lies within Willacy County and approximately three and one-half miles of the Road lies in Hidalgo County;

WHEREAS, the Road is used by citizens of both Hidalgo and Willacy Counties and serves as a mutual benefit to both counties;

WHEREAS, Hidalgo and Willacy counties desire to jointly maintain by providing grading services to the Road in order to promote public safety and the wellbeing of the citizens who travel on the Road;

WHEREAS, Hidalgo County desires to enter into an Interlocal Cooperation Agreement with Willacy County for the joint maintenance of the Road.

NOW THEREFORE, Hidalgo County and Willacy County for consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Hidalgo County and Willacy County agree to jointly and mutually maintain the Road a distance of approximately 9.9 miles ending at Jesus Maria Lane by providing grading services to the surface of the Road at least three times a year each or more often on an as needed basis.

2. Hidalgo and Willacy counties mutually authorize the other to enter the boundaries of their respective jurisdiction if necessary in order to maintain the Road as described in paragraph 1 above.

3. Hidalgo and Willacy counties agree it is in their mutual best interest to provide maintenance of the Road as described herein and that the Road serves as a connecting link and integral part of their county road systems.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision 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.

6. **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.

7. **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) and 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 and Willacy Counties, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 Willacy County: Willacy County
Attn: County Judge

_____

_____

If to Hidalgo County: Hidalgo County
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

10. **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.

11. **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.

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

13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Willacy County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: Stephen L. Crain

AI-15301 **6.D.**

Swine Flu Emergency Declaration

CC REGULAR

Date:	05/05/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Approval of "Emergency Declaration" due to Swine Influenza A
2. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (1) (2) (3) and the granting of the order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-115-077-XXX

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

BUDGETARY IMPACT:

Appropriation of funding in the amount of $250,000.00 is pending approval of AI #15285 to address emergency expenditures related to the Swine Influenza.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 04:09 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/01/2009 04:17 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Angela Garcia — Started On: 05/01/2009 03:45 PM

Final Approval Date: 05/01/2009

AI-15229 **8.A.**

Public Hearing - One Year Action Plan

CC REGULAR

Date:	05/05/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Public Hearing regarding the draft 2009-2010 Hidalgo County Urban County Program One Year Action Plan.

BACKGROUND

The Annual Action Plan for Year 2009 is based on a budget of $11, 398,207.00. The allocation is as follows:

CDBG	$ 8,340,418.00
HOME	$ 2,685,837.00
ESG	$ 371,952.00
TOTAL:	**$11,398,207.00**

A draft copy of the Annual Workplan was made available for review at the Urban County Program office for a thirty-day comment period beginning with April 2, 2009 and ending on May 1, 2009. Comments received will be noted in the final workplan submitted to HUD.

Fiscal Impact

Attachments

Link: UCP One Year Action plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 11:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/30/2009 08:41 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Estella Webber — Started On: 04/29/2009 09:15 AM

Final Approval Date: 05/01/2009

2009 ANNUAL WORK PLAN

2009	ALAMO	$ 334,011.00
03K **Env. Ass. 58.36**	**STREET IMPROVEMENTS** – Project consists of the Construction Project for Ridge Road (7th Street to Tower Road) to include of the paving, drainage improvements, advertisements and other appurtenances as they pertain to project completion. LOCATION: Ridge Road (from 7th to Tower Road) in Alamo TX. CENSUS TRACT: 0220.02 01 0) BENEFICIARIES: 5180	**$98,516.00**
03O **Exempt** **58.34 (a) (11)**	**FIRE STATION EQUIPMENT-** Project consists of the reimbursement of Pre-award costs for the construction of a new Fire Station. LOCATION: 423 N. Tower Road, Alamo Texas 78516 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074	**$32,552.00**
03E **Exempt** **58.34 (a)(11)**	**NEIGHBORHOOD FACILITY-**(Library) Project consists of the reimbursement of Pre-award costs for the construction of a pubic library. LOCATION: 416 N. Tower Road., Alamo, Texas 785169 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074	**$104,804.00**
03J **Exempt** **58.34 (a)(11)**	**WATER/SEWER IMPROVEMENTS:** Project consists of the reimbursement of Pre-award costs for the construction of a new 500 K gallon elevated storage tank. LOCATION: 320 S. 9th Street, Alamo, Texas 78516 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074	**$68,139.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, and purchase of minor recreational equipment / supplies. Project consists of community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of services: 501 N. 13th Street, Alamo, Texas	**$30,000.00**

2009	ALTON	$ 334,011.00
03O **CE not subj. to 58.35(b)(3)**	**FIRE STATION EQUIPMENT** – The City of Alton will utilize the funds to purchase bunker gear, fire fighting equipment and related medical equipment and supplies for its firefighters and fire units. Location: Alton Fire Dept., 509 S. Alton Blvd., Alton, TX	**$34,284.00**
03I **Environmental Assessment** **8-Step Process Required**	**FLOOD DRAIN IMPROVEMENTS** – The City of Alton will utilize the funding to construct a drainage line for the Sharyland Woods Subdivision, a 15.468 gross acres subdivision comprising of 77 residential units that would have an outfall into an existing caliche pit. Predominantly this area has been inundated with flooding problems for several years. Location: Sharyland Woods Subdivision, Glasscock Road & 5 Mile, Alton, TX	**$249,727.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – ALTON SENIOR CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for a van driver and other center staff as needed that will provide direct services to the elderly. Project consists of transporting the elderly to and from the senior center, to medical facilities as needed, and the delivery of meals to 10+ homes in Alton. Location of services: Alton Senior Center – 289 W. Dawes Avenue and citywide areas	**$15,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF MCALLEN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff (coordinators, referees, umpires, lifeguards, etc.) providing direct services to the youth and purchase of minor recreational equipment / supplies. Project consists of providing an after school recreational program that includes the promotion of health, sports program, social education, and vocational and character development of the youth in the community. Location of services: Alton Recreation Center – 349 W. Dawes Avenue, Alton, TX; Sylvia Vela Park – 509 S. Alton Blvd, Alton, TX	**$30,000.00**
21A **Exempt** **58.34 (a)(3)**	**GENERAL ADMINISTRATION** – The City of Alton will utilize funds for the general administration of the proposed CDBG projects in order to ensure program compliance with local, state and federal (HUD) regulations and requirements. Advertising fees will be used to comply with procurement laws, and other general expenditures will be utilized for specific requirement of the projects outlined. Location: Alton City Hall, 509 S. Alton Blvd., Alton, TX	**$5,000.00**

2009	DONNA	$34,011.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 1	**$0.00**

2009	EDCOUCH	$334,011.00
03K **Category Excluded Subj. to 58.5 (a)(1)**	**STREET IMPROVEMENTS** **A)** Project consists of the resurfacing of 1) Southern Avenue (from Reyes to Cochran Street. 2) Reyes Street (ending at Rolando Gutierres Early Childhood School. **B)** Reconstruction and widening of Valley Gutters at the intersection of Calle Gonzalez and Sgt. Cervantes and at the Intersection of Calle Gonzalez and Juanita Street. **LOCATION:** Southern Street and Reyes Street Calle Gonzalez, Juanita St., and Sgt. Cervantes St., Edcouch, Texas **CENSUS DATA:** TRACT 245.00 BLK GROUP 1 & 2 **BENEFICIARIES**: 3139	**$122,011.00**
03J **Environmental Assessment Section 58.36**	**WATER / SEWER IMPROVEMENTS** A) Project consists of the purchase of two 50KW generators for the Main Lift Station and the Water Plant, to include construction of concrete slab foundation, but not limited to advertising, testing, engineering fees, as they pertain to project completion. B) Will also include purchase of testing, and laboratory equipment to upgrade water plant laboratory to meet TCEQ requirements. C) Will also include funding for the continuation of 2008 amended project for the rehabilitation of the stand pipe at the water plant. LOCATION: Main left station at Santa Rosa Ave and Los Laureles Avenue & Water Plant located at 400 Adkins Street, Edcouch, TX CENSUS DATA: TRACT 245.00 BLK GROUP 1,2,3 **BENEFICIARIES:** 3351	**$150,000.00**
03O **Category Excluded Not Subj. to 58.35(b)(3)**	**FIRE STATION EQUIPMENT** Project consists of the purchase of equipment for the fire department to include but no limited to siren control R.T.U. Activation Control Automated Defibrillator, Axes, Axe Blades, Axe handles, Hooligan Tool , Gear Bags, SCBA face pieces and Fire Flop, Stream light survivor, pick & flat haed axe 36" Yellow fiberglass handle. Akron Apollo Hi-Riser Monitor, Double swivel female, double male LOCATION: 202 Santa Rosa Avenue, Edcouch, Texas CENSUS DATA: 245.00 (01-03) **BENEFICIARIES:** 3351	**$20,000.00**
21A **Exempt 58.34 (a) (3)**	**GENERAL ADMINISTRATION-** Project consists of the reimbursement of salaries, fringe benefits, for the CDBG coordinator who will administer the CDBG projects. Will also include reimbursement of payments for advertising, and related expenses as they pertain to project completion.	**$7,000.00**

2009	EDCOUCH	Continue
05M **Exempt** **58.34 (a)(4)**	HEALTH SERVICES – NUESTRA CLINICA DEL VALLE Expenditures include, but not limited to, the reimbursement of medical services, support services of pharmacy, radiology, and laboratory and sub-specialty referral. Project will provide medical and other related services to adults and students enrolled in the Edcouch-Elsa ISD residing within the city limits of Edcouch. Location of service: Nuestra Clinica Del Valle Clinic – 1200 E. Santa Rosa, Edcouch, TX	**$20,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – GIRL SCOUTS OF GREATER SOUTH TX** Expenditures include, but not limited to, the reimbursement of membership fees, arts / craft supplies, girl scout badges, handbooks and uniform patches. Project will enable underserved elementary school girls to participate in the Girl Scout program. Members will have an opportunity to participate on a variety of activities during the school day that will allow them to gain leadership, self-confidence and decision-making skills, which will affect their life and encourage them to give back to the community. Location of service: Santiago Garcia Elementary – 100 Santa Rosa Avenue, Edcouch, TX; Ruben Rodriguez Elementary – 1200 E. Santa Rosa Avenue, Edcouch, TX	**$5,000.00**
05 **Exempt** **58.34 (a)(4)**	PUBLIC SERVICES (GENEARL) – AVANCE Expenditures include, but not limited to, the reimbursement of salaries and fringe benefits of an outreach worker, preparation instructors (English/Spanish), ESL instructor, computer literacy instructor, and other staff providing direct services to clients. Project will provide residents of Edcouch adult literacy, ESL classes, and computer literacy training to be held during evening hours. Location of service: Edcouch Housing Authority – 200 W. Pacific Avenue, Edcouch, TX	**$10,000.00**

2009	ELSA	$334,011.00
21A **Exempt 58.34 (a)(3)**	GENERAL ADMINISTRATION Project consists of the reimbursement of salaries for the cdbg coordinator who will oversee the UCP-CDBG projects, to include fringe benefits, advertisements as they pertain to project completion.	**$6,700.00**
03J **Environmental Assessment 58.36**	WATER/SEWER IMPROVMENTS **A)** Project consists of the removal of outdated water filters and upgrade to state of the art water filtration system, and upgrade pump capacity to accommodate a 6 inch water line at the Water Treatment Plant. **($ 166,300.00)** LOCATION: 500 West 5th Street, Elsa Texas CENSUS DATA: 0244.01 (01-04) & 0244.02 (01) **BENEFICIARIES:** 5325 **B) Phase I** consists of the refurbishing of the 400,000 gallon elevated storage tank. **Phase II** consists of the refurbishing of the 700,000.00 gallon storage tank . **Phase III** Upgrade capacity of one clear well pump and motor and the purchase and installation of two automatic valves and timers to increase capacity of water distribution system. **($ 144,000.00)** **LOCATION :** 500 West 5th Street, Elsa, Texas **CENSUS DATA:** 0244.01 (01-04) & 0244.02 (01) **BENEFICIARIES**: 5325	**$310,311.00**
05A **Exempt 58.34 (a)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of Elsa. Location of service: West 9th & North Hidalgo Street, Elsa, TX; citywide deliveries	**$7,000.00**
05 **Exempt 58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – RGV FOOD BANK** Expenditures include but not limited to the reimbursement of purchase of food. Project will allow for the distribution of food by the Elsa Food Pantry. Location of services: 309 W. 3rd Street, Elsa, Texas	**$10,000.00**

2009	GRANJENO	$334,011.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 3 Street Improvements	**$0.00**

2009	HIDALGO	$334,011.00
03F **CE subj. to 58.35(a)(1)**	**PARKS, RECREATIONAL FACILITIES** – The proposed funding amount will be for the purchase of parks and recreation equipment and supplies. Location: 122 N. 1st Street, Hidalgo, TX	**$29,011.00**
03O **CE not subj. to 58.35(b)(3)**	**FIRE STATION EQUIPMENT** – The proposed funding amount will be for the purchase of fire fighting equipment and supplies, such as bunker gear, air packs and hoses. Location: Hidalgo Fire Dept., 211 E. Esperanza Ave, Hidalgo, TX	**$5,000.00**
03J **Exempt 58.34(a)(11)**	**WATER/SEWER IMPROVEMENTS** –The proposed funding amount will be for the repayment of Certificate of Obligation for the wastewater treatment plant. (Pre-Award Agreement) Location: 2300 Hi-Line Road, Hidalgo, TX	**$300,000.00**

2009	LA JOYA	$334,011.00
03F CE not subj. to 58.35 (b)(7)	**PARKS, RECREATIONAL FACILITIES** – Continuation of Multi-Year funded project for Phase II & III of the construction of the Youth Facility to include but not limited to purchase of equipment for youth. Location: La Joya Municipal Park, Coyote Blvd., La Joya, TX	**$20,000.00**
03J CE subj. to 58.35(a)(1)	**WATER/SEWER IMPROVEMENTS** – Purchase of a 25 horse power motor, clarifier & related equipment to upgrade capacity, required by TCEQ, but not limited for the purchase of Visual Security Devices, also required by TCEQ, for adequate security to water treatment plant. Location: Water Treatment Plant, ¼ Mile West 2221, La Joya, TX	**$30,000.00**
03K Environmental Assessment	**STREET IMPROVEMENTS** – A) Installation of street lights throughout La Joya city limits. B) Construction of existing streets inside city limits to include hot mix, caliche base, street excavation, curb & gutter, valley gutter, sidewalks, handicap ramps and storm drain but not limited to testing fees and related expenses.	**$207,011.00**
03O CE not subj. to 58.35 (b)(3)	**FIRE STATION EQUIPMENT** – Purchase of tank, valves, lighting, deck, but not limited to related equipment to upgrade for more water capacity to meet National Fire Protection Association (NFPA) standards. Location: La Joya Fire Dept., 625 E. Expwy 83, La Joya, TX	**$20,000.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES - LA JOYA SENIOR CENTER** Expenditures include, but not limited to, the reimbursement of salaries and fringe benefits of staff providing direct services to the elderly of the center. (van driver, kitchen aide, center aide I and center II) Project will provide information and referral to social service agencies as requested or needed in the community. Home delivered meals will be provided to homebound seniors. Transportation will be provided for doctor visits, shopping assistance, leisure trips and fixed route to center and home. Provide education on issues affecting seniors, letter reading and writing, meals will be provided, physical fitness and arts/crafts programs are offered. Location of service: La Joya Senior Center – 920 South Leo Avenue, La Joya, TX	**$28,000.00**
05D Exempt 58.34(a)(4)	**YOUTH SERVICES - LA JOYA YOUTH CENTER** Expenditures include, but not limited to, the reimbursement of salaries and fringe benefits of staff providing direct services to the youth (Basketball, baseball, track & field, cheerleading instructors, etc.). Purchase of recreational equipment/supplies for all sports. Project will provide a football, basketball, baseball, track& field and cheerleading programs for the youth. Location of service: La Joya Municipal Park – North Coyote Blvd, La Joya, TX; Jimmy Carter High School Baseball Field – 801 North Coyote Drive, La Joya, TX	**$24,000.00**

2009	LA JOYA	CONTINUE
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** – project will consist of an overall program management that will include supervising, coordinating, monitoring and evaluation all city projects funded by CDBG. Location: La Joya City Hall, 101 N. Leo Avenue, La Joya, TX	**$5,000.00**

2009	LA VILLA	$ 334,011.00
03J **ENV. ASS. 58.36** **8-Step Process Required**	**WATER/SEWER IMPROVEMENTS-** **A)** Water Treatment Plant: Project consists of the following: 1) Rehabilitation of concrete lining and installation of upgraded pumps to backwash sludge pond. 2) Installation of 12 backwash and filter valves. 3) Installation of electrical panel to engage pumps and motors. 4) Upgrade inoperative valve at elevated storage tank. 5) Install a new clarifier gate. 6) installation of four water main valves located though out the city at 6th & cottonwood, 5th & Almendra St., 3rd & Laurel St., 3rd street in the alley between Gumwood St. & Laurel St. LOCATION: Water Plant at Nogales & 1st Street CENSUS TRACK: 0246.00 (02) BENEFICIARIES: 1300 **B)** Wastewater Treatment Plant: Project consists of the 1) Installation of emergency generators at three locations: one at sewer plant, one at main lift station on 7th St., and also at the Prison Facility Lift Station. 2) Installation of control box for rotor operations Refurbish existing drying beds. LOCATION: Mile 17 on East side CENSUS TRACK: 0246.00 (02) BENEFICIARIES: 1300	**$181,000.00**
03F **ENV. ASS. 58.36** **8-Step Required**	**PARK, RECREATIONAL FACILITY IMPROVEMENTS-** Project consists of the installation of park recreational facilities such as but not limited to the purchase and installation of swings, playscapes, skateboard court, construction of bathroom facilities and concession area. Will also include the rehabilitation of the baseball field seating (bleachers) and advertisements, engineering fees and testing and all appurtenances as they relate to project completion. LOCATION: La Villa city park located on Nogales & Second St. CENSUS TRACK: 246.00 (02) BENEFICIARIES: 1 PUBLIC FACILITY (1300)	**$25,000.00**

2009	LA VILLA	CONTINUE
03K **ENV. ASS. 58.36** **8-Step Process Required**	**STREET IMPROVEMENTS-** Project consists of the reconstruction and paving of street surface on East 5th Street between Cottonwood and Alamo Street, project to include advertising, engineering fees, testing and construction and related appurtenances as they relate to project completion. LOCATION: East 5th Street between Cottonwood & Alamo Street. And it's surrounding vicinity. CENCUS TRACT: 246.00 (02) BENEFICIARIES: 1300	**$30,000.00**
03O **Cat. Excluded (Not Subject to) 58.35 (b) (3)**	**FIRE STATION/EQUIPMENT** Project consists of the purchase of bunker gear sets and a thermal imaging camera for the fire department volunteers. LOCATION: 920 Mike Chapa Street, La Villa, Tx. CENSUS TRACT: 246.00 (02) BENEFICIARIES: 1300	**$20,000.00**
21A **Exempt 58.34 (b) (3)**	**GENERAL ADMINISTRATION** Project consists of the reimbursement of salaries & fringe benefits for the CDBG clerk assigned to oversee all UCP projects, to include travel, training and advertisements as they pertain to all project completion.	**$5,000.00**
05 **Exempt 58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL)– IGLESIA ROSA DE SARON** Expenditures include, but not limited to, the reimbursement of the purchase of food. Project will assist needy families through the distribution of food. Location of service: La Villa Fire Department – 920 Mike Chapa Drive, La Villa, TX	**$15,000.00**
05D **Exempt 58.34 (a)(4)**	**YOUTH SERVICES – LA VILLA YOUTH CENTER** Exependitures include, but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth. Project will provide the youth of the community after school programs to include organized sports programs, tutoring, music and typing and mentoring program. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, TX	**$13,011.00**
14A **CE subj. to 58.35(a)(3)(ii)**	**REHABILITATION-SINGLE UNIT RESIDENTIAL-** The project consists of the minor rehabilitation of approximately 8 homes with weatherization and handicapped accessibility improvements. LOCATIONS: Undetermined specific areas. CENSUS TRACTS: 0246.00 (02) BENEFICIARIES: 8 UNITS	**$ 45,000.00**

2009	MERCEDES	$ 334,011.00
03K **Exempt** **58.34 (a) (11)**	**PFI- STREET IMPROVEMENTS** – Bond Payment – Project consists of the payment of a Bond for the previous construction of streets throughout the city. LOCATION: CITY WIDE PROJECT CENSUS TRACT: 0229.00 (01-04), 0230.00 (01,02,04) 0231.01 (01-03) 0231.02 (01-02) BENEFICIARIES: 11774	**$297,234.00**
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION**- Project consists of the reimbursement of salaries, fringe benefits for the CD Coordinator who administers all CDBG projects, also for the payment of advertisements, and training and travel for CDBG related projects.	**$1,781.00**
03O **Cat. Excl.** **Not Subj. To:** **58.35 (b)(3)**	**FIRE STATION EQUIPMENT**-Project consists of the purchase of fire fighting bunker gear. (3 to 6 complete bunker gear sets). LOCATION: CITY WIDE PROJECT CENSUS TRACT: 0229.00 (01-04), 0230.00 (01,02,04) 0231.01 (01-03) 0231.02 (01-02) BENEFICIARIES: 11774	**$5,280.00**
03F **Cat. Excl.** **Not Subj. to:** **58.35 (b) (3)**	**PARKS, RECREATIONAL FACILITY**-Project consists of the purchase of recreational equipment for all city parks, HEB Park, Saladino Park, Goza Park, Hinojosa Park, Walter Collier Sports Complex Park and the La Flores del Valle Park. LOCATION: CITY WIDE PROJECT CENSUS TRACT: 0229.00 (01-04), 0230.00 (01,02,04) 0231.01 (01-03) 0231.02 (01-02) BENEFICIARIES: 11774	**$8,052.00**
05 **Cat. Excl.** **Not Subj. to:** **58.35 (b) (3)**	**PUBLIC SERVICES (GENERAL)** Library- Project consists of the purchase of minor equipment, furnishings and/or supplies for the library to assist with providing services but not limited to the reference area for Mercedes residents. LOCATION: CITY WIDE PROJECT CENSUS TRACT: 0229.00 (01-04), 0230.00 (01,02,04) 0231.01 (01-03) 0231.02 (01-02) BENEFICIARIES: 11774	**$4,477.00**
05A **Exempt** **58.34 (a) (4)**	**SENIOR SERVICES- AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of Mercedes. Location of service: Senior Center – 332 E. 5th Street, Mercedes, TX; citywide deliveries	**$5,280.00**

2009	MERCEDES	CONTINUE
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES- SENIOR COMMUNITY OUTREACH PROGRAM** Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of Mercedes	**$5,000.00**
05D **Exempt** **58.34 (a) (4)**	**YOUTH SERVICES- MERCEDES RECREATIONAL CENTER** Expenditures include but not limited to the reimbursement of the purchase of recreational equipment/supplies for the youth. Project will provide educational, social, sports and recreational activities for the youth of the community. Location of services: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX	**$6,907.00**

2009	PALMHURST	$22,843.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 3 Street Improvements	**$0.00**

2009	PEÑITAS	$334,011.00
03F **CE not subj. to 58.35(b)(7)**	**PARKS, RECREATIONAL FACILITIES** – Development of Peñitas Memorial Park into a neighborhood park to include but not limited to playground equipment, walking trails, picnic shelter, and any other appurtenances as related to the improvements of the proposed park. Location: Peñitas Veterans Memorial Park, south FM 1427, Peñitas, TX	**$100,000.00**
03K **CE subj. to 58.35(a)(1)**	**STREET IMPROVEMENTS –** Project will consist of drainage, water/sewer and paving infrastructure to include any other appurtenances as needed to Espaniola Heights, Barcelona Heights and Colonia Camargo to include but not limited to any other streets abutting and/or adjacent and surrounding proposed streets and locations within the City of Peñitas. Location: Espaniola Heights, Barcelona Heights and Colonia Camargo, Peñitas, TX	**$225,000.00**
21A **Exempt 58.34(a)(3)**	**GENERAL ADMINISTRATION** – Project consists of program management including coordination, monitoring and evaluation of city projects, advertising for public hearings, conducting public hearings, coordinating with UCP staff and Hidalgo County Purchasing on professional services contracts and bidding out construction of projects, etc. Location: Peñitas City Hall, south FM 1427, Peñitas, TX	**$9,011.00**

2009	PROGRESO	$334,011.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 1 Street Improvements	**$0.00**

2009	PROGRESO LAKES	$32,850.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 1 Street Improvements	**$0.00**

2009	SAN JUAN	$369,703.00
03K Environmental Assessment **8-Step Process Required**	**STREET IMPROVEMENTS** – purchase and installation of security streetlights for Sundowner Subdivision, Eldora Gardens Subdivision and Citriana Subdivision. Location: Sundowner Subdivision, Eldora Gardens Subdivision and Citriana Subdivision, San Juan, TX	**$24,884.00**
03L Environmental Assessment	**SIDEWALKS** – construction of sidewalks on south side of Ridge Road from San Antonio St. to Nebraska St.; east side going south on San Antonio St. to Valencia St.; northeast corner of ""I" Road and Ridge Rd., East 1.25 miles to northeast corner of south Nebraska and Ridge Road; south side of Carroll Road from Stewart Rd. to Clover Elementary. Location: Ridge Road, San Antonio Road, Carroll Road, San Juan Texas	**$167,250.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of San Juan. Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; citywide deliveries	**$10,000.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES - SENIOR COMMUNITY OUTREACH PROGRAM** Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of San Juan	**$2,500.00**
05D Exempt 58.34(a)(4)	**YOUTH SERVICES- BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (recreational leaders, unit directors, etc.). Project will allow for the youth of the community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of services: Alamo Unit – 501 N. 13th Street, Alamo, TX; Soresen Elementary – 715 South Standard, San Juan, TX	**$10,000.00**

2009	SAN JUAN	CONTINUE:
05D **Exempt** **58.34(a)(4)**	**YOUTH SERVICES – SAN JUAN YOUTH PROGRAM** Expenditures include but not limited to the reimbursement for the purchase of baseball equipment / supplies (uniforms, trophies, etc.) Project will allow for the youth of the community to learn baseball skills, exercise, training, teamwork and community involvement. Location of services: Lalo Arcaute & Mayfield Park - 1419 S. San Antonio Avenue, San Juan, TX	**$5,000.00**
05N **Exempt** **58.34(a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, etc.). Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County	**$7,500.00**
14A **CE subj. to** **58.35(a)(3)(i)**	**REHAB;SINGLE UNIT RESIDENTIAL** – rehabilitation or reconstruction of 2-3 homes for low to moderate income families within the San Juan city limits. Location: Homes to be determined at time of applications.	**$140,569.00**
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** – funding will be used for newspaper advertisement and other eligible activities and expenditures to carry out an activity for the City of San Juan UCP project and to include expenditure for the annual UCP Conference. Location: San Juan City Hall, 709 S. Nebraska Ave., San Juan, TX	**$2,000.00**

2009	SULLIVAN CITY	$334,011.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 3. Street Improvements	**$ 0.00**

2009	WESLACO	$369,703.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Precinct No. 1	**$0.00**

2009	PRECINCT NO. 1 (Includes Donna, Progreso, Progreso Lakes and Weslaco allocation)	$1,531,875.00
21A EXEMPT 58.34 (A)(3)	**General Administration** Funds will be utilized for the reimbursement of salaries & fringe benefits, travel, training, advertisements and related expenses of the CDBG Coordinator at Pct. 1., as they pertain to project completion. **LOCATION**: 1902 Joe Stephens Ave., Weslaco, Texas	**$46,130.00**
O3F **Cat Excluded Not Subject to: 58.35 (b) (7)**	**PARKS, RECREATIONAL FACILITY IMPROVEMENTS** Project consists of the continuation of funding for Sunrise & Sunset Park facility improvements a 2008 amended project+, to include but not limited to the construction of parking facility, walking trail, two baseball fields, basketball pavilion, purchase and installation of playground equipment, BBQ Pits, and the construction of a versatile sports field and work out stations. **LOCATIONS:** MILE 11 NORTH AND 1 ½ WEST STREET. **CENSUS TRACT:** 0231.01 (03) **BENEFICIARIES:** 4782	**$250,000.00**
03K Category Excluded Not Subj. To 58.35(b)(7)	**STREET IMPROVEMENTS** –Solar Lighting Project consists of the purchase and installation costs for solar lighting fixtures, poles to include but not limited to engineering costs, advertisements, testing and all related appurtenances as they pertain to project completion. Solar lighting will be placed on colonias within Precinct No. 1 boundaries. LOCATION: INDIAN HILLS EAST SUBDIVISION, WEST SUBDIVISION AND DELTA WEST SUBDIVISION. CENSUS TRACT: BENEFICIARIES:	$125,000.00
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS-ALAMO** Project consists of the additional funding for the Alamo construction project to include but not limited to the construction of Ridge Road (7th Street to Tower Road) to include of the paving, drainage improvements, advertisements and related appurtenances as they pertain to project completion. LOCATION: Ridge Road (from 7th to Tower Road) in Alamo TX. CENSUS TRACT: 0220.02 01 0) BENEFICIARIES: 5180	**$ 106,266.00**
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS-** Project consists of the construction of Mile 6 North of 107 to Mile 17 ½ to include testing, engineering, advertisements and related appurtenances.	**$526,056.00**

2009	PRECINCT NO. 1 (Includes Donna, Progreso, Progreso Lakes and Weslaco allocation)	(Cont.)
03K **Exempt** **58.34 (a) (11)**	**STREET IMPROVEMENTS (DONNA)** Citywide Street Improvements Project – Yearly payment on certificates of obligation issued by the City for the reconstruction of 20 streets. All construction activity completed in previous program years. Repayment authorized under CDBG pre-award method. LOCTION: CITY WIDE PROJECT CENSUS TRACT: 0219.02 (05) 0221.01 (01,02,04) 0221.02 (01-04) 0222.01 (01-02) 0222.02 (01-04) BEFICIARIES:14577	**$232,946.00**
03J **EXEMPT** **58.34 (a) (3) & (8)**	**WATER/SEWER IMPROVEMENTS (COLONIA MATCH)** Project consists of the matching funds to a colonia grant for engineering and administration fees for the purpose of providing first time sewer services for Colonia Saenz, De Anda and Perez Subdivisions all located within City of Mercedes, Precinct No. 1 boundaries. LOCATION: Colonia Saenz, Colonia De Anda, and Perez Subdivision in Mercedes, Texas CENSUS TRACK:0231.02 (02) BENEFICIARIES: 1604	**$25,000.00**
05D **Exempt** **58.34(a)(4)**	**YOUTH SERVICES – CAMINOS DEL RIO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services to the youth, purchase of recreational equipment/supplies and other related eligible expenses as needed. Project will allow the youth of Pct 1 to participate in outdoor sports, safety and first aid training, be able to identify wildlife, mountain biking, kayaking, remedial swimming skills, participate in community races and develop leadership training opportunities. Location of services: Delta Lake – 1 Mile N of Monte Alto, TX; Gibson Park – Tower Rd, other service locations to be identified as needed.	**$12,500.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 1 area	$5,000.00

2009	PRECINCT NO. 1 (Includes Donna, Progreso, Progreso Lakes and Weslaco allocation)	(Cont.)
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (program director(s), program leader(s), unit director(s), etc.). Purchase of recreational equipment/supplies. Project will allow for the youth of the community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of services: Alamo Unit – 501 N. 13th Street, Alamo, TX; North Alamo Elementary – 733 N. Alamo Rd., Alamo, TX; Alamo Sports Complex – 600 S. Ridge Rd., Alamo, TX; Villagomez Baseball Field – 423 N. Tower Rd., Alamo, TX	**$10,000.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – MERCEDES RECREATION CENTER** Expenditures include but not limited to the reimbursement of the purchase of recreational equipment/supplies for the youth (education software, arts/crafts, sports equipment, game stations, etc) Project will provide educational, social, sports and recreational activities for the youth of the community. Location of services: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX	**$10,000.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – BOYS & GIRLS CLUB MIDVALLEY (DONNA UNIT)** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing a direct service (program coordinator(s), recreational leader(s), etc.). Purchase of recreational equipment / supplies and related program expenses. Project consists of providing guidance in behavior and promote computer use and skills, social education, vocational character development, provide sports programs, opportunities for career explorations, provide enriched remedial program such as tutoring, arts & crafts, outdoor sports. In addition, the Smart Moves program is being utilized. Location of services: 307 Miller Avenue, Donna, Texas	**$10,000.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – BOYS & GIRLS CLUB MIDVALLEY (WESLACO UNIT)** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing a direct service to the youth (unit director(s), recreational leader(s), etc.). Project consists of providing guidance in behavior and promote, computer, social education, vocational character development, provide sports programs, tutoring, arts & crafts, offer preventive programs to the youth of the community.	**$10,000.00**

	Location of services: Raul Gonzalez Elementary – 3801 North 5 ½ Mile 10, Weslaco, TX; Mary Hoge Elementary – 2302 N. International Blvd., Weslaco, TX; Silva Elementary – 1001 W. Mile 10, Weslaco, TX	
2009	**PRECINCT NO. 1** (Includes Donna, Progreso, Progreso Lakes and Weslaco allocation)	**(Cont.)**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors. Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents. Location of services: Casa Saldaña Community Center – 1225 N. FM 491, Mercedes, TX; Casa Messina Community Center – Mile 4 W. & Mile 15 ½ N., Edcouch TX	**$19,977.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – RGV FOOD BANK** Expenditures include but not limited to the reimbursement of purchase of food. Project will allow for the distribution of food by the Elsa Food Pantry. Location of services: 309 W. 3rd Street, Elsa, Texas	**$25,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – OPEN HANDS COMMUNITY CHARITABLE SERVICES** Expenditures include but not limited to the reimbursement of the purchase of food from the food bank. Project consists of the distribution of food to low-income families residing within the Pct 1 area. Location of services: 301 S. 17th Street, Donna, Texas	**$20,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – NUESTRA CLINICA DEL VALLE** Expenditures include, but not limited to, the reimbursement of dental services, support services of pharmacy, radiology, and laboratory and sub-specialty referral. Project will provide dental services to children in the Delta Area and students enrolled in the Edcouch-Elsa ISD. Location of service: Nuestra Clinica Del Valle Clinic – 1200 E. Santa Rosa, Edcouch, TX	**$10,000.00**

2009	PRECINCT NO. 1 (Includes Donna, Progreso, Progreso Lakes and Weslaco allocation)	(Cont.)
05 **Exempt** **58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.** Expenditures include but not limited to the reimbursement of salaries, fringe benefits and mileage for staff (community health workers, etc.) providing direct services. Will also include the purchase of supplies for first aid kits & manuals. Project will provide first aid kits to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to all colonia Pct 1 residents. Location of services: Colonias in the Pct 1 area (Zacatal, Cameron #1, Cameron #2, Capetillo, Relampago, Waterfalls, Tierra Bella, South Donna, Balli, La Pinata, Pioneer, Frontera, etc.); Headquarters – Bus. 83 & Cesar Chavez Rd, San Juan, TX	**$10,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Expenditures include but not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training. Location of services: Margo Elementary – 1701 S. Bridge Street, Weslaco, TX; Weslaco Head Start I – 310 S. Kansas, Weslaco, TX; Memorial Elementary – 910 W. 18th Street, Weslaco, TX; Weslaco Head Start III – Mile 6 ½ & Exp. 83, Weslaco, TX; and other sites as designated	**$8,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX	**$15,000.00**

2009	PRECINCT NO. 1 (Includes Donna, Progreso, Progreso Lakes and Weslaco allocation)	(Cont.)
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services to the youth (case managers, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County	**$10,000.00**
05G **Exempt** **58.34 (a)(4)**	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but not limited to the reimbursement of salaries for staff providing direct services (Intake clerk/receptionist, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Location of services: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX	**$10,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 1. Location of services: Pct 1 area; 311 N. 15th St, McAllen, TX (office)	**$25,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of Pct 1. Location of service: Main office - 1116 N. Conway Ave., Mission, TX; Pct wide deliveries	**$10,000.00**

2009	PRECINCT 2	$461,300.00
03F CE not subj. to 58.35(b)(7)	**PARKS, RECREATIONAL FACILITIES** – Project will consist of purchasing playground equipment and construction of restroom facilities, parking lots, streets, sprinkler systems, lighting, walking trails, basketball courts, handball courts, pavilions and related appurtenances at South Tower Park, Lopezville Park, Anaya Park and Palmer Pavilion in the Precinct No. 2 area.	$58,535.00
03K CE not subj. to 58.35(b)(7) & Environmental Assessment 8-Step Process Required	**STREET IMPROVEMENTS** – project will consist of construction and reconstruction of streets to include but not limited to any other streets abutting and/or adjacent and surrounding proposed streets, related appurtenances such as curb & gutter, drainage, sidewalks and lighting at Aldamas I, Aldamas II, Citriana Village, El Mesquite, Esperanza Street, Las Milpas Subdivision, Los Encinos I, Los Encinos II, McColl Estates, Miller Resub Lot A, Moore Road, Morningside South, Morning Sun, Pentecostal, Red Barn, RSW I, South McColl Road, South Tower Road, South Tower Road Estates, Southside Village, Sundowner Retirement, Tiny Acres and Val Bar Estates.	$150,516.00
03 CE not subj. to 58.35(b)(7)	**PUBLIC FACILITIES & IMPROVEMENTS** – project will consist of the construction of a new City of San Juan Library. Funds will also provide curb & gutter, drainage, parking lot, sidewalks, lighting and all related appurtenances. Location: San Juan Public Library, 1010 S. Standard, San Juan, TX	$100,000.00
05 Exempt 58.34(a)(4)	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors. Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents. Location of services: 1601 E. Business HWY 83, San Juan, TX	$9,849.00

2009	PRECINCT 2	CONTINUE
05 Exempt 58.34(a)(4)	**PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.** Expenditures include but not limited to the reimbursement of salaries, fringe benefits and mileage for staff (community health workers, etc.) providing direct services. Will also include the purchase of supplies for first aid kits & manuals. Project will provide first aid kits to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to all colonia Pct 2 residents. Location of services: Colonias in the Pct 2 area (Rancho Blanco, South Tower Heights, South Tower Estates, Pantera, El Gato, Whitewings I & II, Roadrunner, etc.); Headquarters – Bus. 83 & Cesar Chavez Rd, San Juan, TX	**$10,000.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of San Juan. Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; and Pct 2 deliveries	**$4,500.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Expenditures include but not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training. Location of services: Main Office - 311 N. 15th Street, McAllen, TX, surrounding areas of Pct 2	**$3,500.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 2 areas	**$5,000.00**

2009	PRECINCT 2	CONTINUE
05D Exempt 58.34(a)(4)	**YOUTH SERVICES – SAN JUAN YOUTH PROGRAM** Expenditures include but not limited to the reimbursement for the purchase of baseball equipment / supplies (uniforms, trophies, etc.) Project will allow for the youth of the community to learn baseball skills, exercise, training, and teamwork and community involvement. Location of services: Lalo Arcaute & Mayfield Park - 1419 S. San Antonio Avenue, San Juan, TX	**$10,400.00**
05D Exempt 58.34(a)(4)	**YOUTH SERVICES- BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (program director, program leader(s), etc.). Purchase of recreational equipment/supplies. Project will allow for the youth of the community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of services: Alamo Unit – 501 N. 13th Street, Alamo, TX; Soresen Elementary – 715 South Standard, San Juan, TX; Alamo Sports Complex – 600 S. Ridge Rd., Alamo, TX; 423 N. Tower Rd Alamo, TX	**$13,500.00**
05D Exempt 58.34(a)(4)	**YOUTH SERVICES- HIDALGO YOUTH CENTER** Expenditures include but not limited to the reimbursement of equipment/supplies purchased for the youth (sports uniforms, sports equipment, computer equipment, etc). Project will provide cultural enrichment services to participants through interaction opportunities, provide a variety of educational programs through the use of computers, promote and encourage physical fitness, promote organized sports activities like baseball, soccer and basketball. Location of services: Hidalgo Youth Center – 122 N. 2nd St., Hidalgo, TX; Hidalgo Municipal Park – McColl Rd North ¾ Mile from Military Rd, Hidalgo, TX	**$9,000.00**

2009	PRECINCT NO. 2	(CONT.)
05D **Exempt** **58.34(a)(4)**	**YOUTH SERVICES- BOYS & GIRLS CLUB OF PHARR** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (unit director, etc.). Purchase of recreational equipment / supplies. Project will provide in-school and/or after school prevention programs such as drug, gang, and violence prevention to children from kinder through 5th grade, provide basic art program skills and internet safety through the use of computers, provide the SMART Moves, Street Smart, and Crest Cavity Free Zone program. Location of services: Lopezville Unit (North San Juan Elementary) – 2900 N. Raul Longoria, San Juan, TX	**$15,000.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 2. Location of services: Pct 2 area; 311 N. 15th St, McAllen, TX (office)	**$10,000.00**
05G **Exempt** **58.34(a)(4)**	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of services: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters	**$13,500.00**
05M **Exempt** **58.34(a)(4)**	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Expenditures include but not limited to medical services, counseling services, prescription assistance, lab referrals, etc. Project will provide medical and counseling services to the low income and uninsured residents of the Pct 2 area. Location of services: Hope Family Health Center – 2332 Jordan Rd, McAllen, TX	**$10,000.00**

2009	PRECINCT NO. 2	(CONT.)
05N Exempt 58.34(a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case supervisor, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County	**$18,000.00**
05N Exempt 58.34(a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX	**$15,000.00**
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** – funds will be expended for salary and fringe benefits and reimbursements for the CDBG Coordinator and related expenses to include advertisements and travel. Location: 304 E. State, Pharr, TX	**$5,000.00**

2009	**PRECINCT #3**	**$1,486,176.00**
03K **CE subj. to 58.35(a)(1)** **&** **Environmental Assessment** **8-Step Process Requirement**	**STREET IMPROVEMENTS** – Project consists of reconstruction or new construction of county roads in Precinct No. 3, to include engineering services, construction material testing and road materials and/or supplies to: 2 Mile (FM 492 to Abram); Polk Avenue; Madison Avenue,; Kantunil Street; East Juarez, East Jackson; Doffing Road (Mile 8 to Mile 9); Minnesota Road (Mile 8 to Mile 9); Mile 9 (Inspiration Road to Trosper Road); Mile 9½ (Conway Ave to Trosper Road); Trosper Road (Mile 9½ to Mile 10); Moorefield Road (Mile 5 to Mile 7); Western Road (Mile 3 to Mile 7); Mile 2-Orange Grove Road (La Homa Road to FM 492) and any abutting streets within the general vicinity of the locations.	**$1,030,391.00**
03K **CE not subj. to 58.35(b)(7)**	**STREET IMPROVEMENTS (PALMVIEW)** Project consists of the overlay of streets to include but not limited to Solar Lighting, drainage, sidewalks, as they pertain to project completion, testing, engineering, and construction in the Tierra Linda Subdivision located within Palmview city limits.	**$334,011.00**
05D **Exempt** **58.34(a)(4)**	**YOUTH SERVICES – (PALMVIEW YOUTH CENTER)** Expenditures include but not limited to the payment of salaries and fringe benefits of staff providing direct services to the youth by utilizing program income. **$41,486.00** (Program income) Project consists providing recreational activities and sport programs. Location of service: Palmview Multi-Purpose Center – 400 W. Veterans St., Palmview, TX	$0.00 Will Utilize Program Income Funds.
05 **Exempt** **58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors. Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents. Location of services: 201 West Main, Alton, TX	**$14,774.00**

2009	PRECINCT #3	CONTINUE
05 Exempt 58.34(a)(4)	**PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.** Expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff (community health workers, etc.) providing direct services. Purchase of supplies for first aid kits & manuals. Project will provide first aid kits to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to all colonia Pct 3 residents. Location of services: Colonias in the Pct 3 area (Sanchez Ranch, OT, Ojo de Agua, Perezville, Abram, Carlos Acres, Sunny Haven, Sotira, Los Trevinos, etc.; Headquarters – Bus. 83 & Cesar Chavez Rd, San Juan, TX	**$15,000.00**
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of the Pct 3 area. Location of service: Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 3 areas	**$7,000.00**
05E Exempt 58.34(a)(4)	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 3. Location of services: Pct 3 area; 311 N. 15th St, McAllen, TX (office)	**$25,000.00**
05G Exempt 58.34(a)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate/caseworker, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of services: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters	**$10,000.00**

2009	PRECINCT #3	CONTINUE
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX	**$20,000.00**
05N Exempt 58.34(a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County	**$25,000.00**
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** – funds will provide for the advertisement and related expenses to carry out CDBG projects and activities. Location: 724 N. Breyfogle, Mission, TX	**$5,000.00**

2009	PRECINCT # 4	$ 461,300.00
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** – Project consists of the payment for advertisements, training and travel and related expenses as they pertain to the administration of CDBG projects.	**$2,000.00**
03K **Cat. Excluded** **Not Subj. To:** **58.35 (b)(7)**	**PFI- STREET IMPROVEMENTS** – Project consists of the construction of the streets within the Precinct #4 rural areas which will include construction, engineering fees, advertisements, testing and any and all expenditures associated with project completion. (These are a continuation of Year 18 streets) The streets as listed but not limited to the surrounding areas are: **A: Sunflower Rd.** (Mile 17 to Mile 17.5) **B: Dillon Rd**. (Anderson Road To Rousevelt Rd) **C: Brushline Rd**. (David Rd. to Benito Ramirez RD) **D: Valverde Rd**. (FM 1925 to Mile 19)) **E: Uresti Road** (83rd) (s. of FM 2812 to Mile 20) **F: Ingle Road** (End of pavement to FM 2812). LOCATION: SUNFLOWER ROAD, DILLON ROAD, BRUSHLINE ROAD, VALVERDE ROAD, URESTI ROAD AND INGLE ROADS. CENSUS TRACT 0235.07 (02), 0235.03 (02), 0235.08 (01-02) & 0235.06 (02) BENEFICIARIES: 16259	**$ 270,300.00**
030 **Cat. Excluded** **Not Subject To:** **58.34 (b) (3)**	**FIRE STATION/EQUIPMENT**- Project consists of the purchase of minor equipment, furnishings, appliances and supplies for the Linn/San Manuel Fire Station and Fire fighting equipment such as but not limited to Bunker Gear. LOCATION: ½ MILE NORTH OF FM 1017 ON HIGHWAY 281. CENSUS TRACT: 243.01 (01) BENEFICIARIES: 1 PUBLIC FACILITY (1523 PEOPLE)	**$40,000.00**
03J **Environmental** **Assessment** **58.36**	**WATER/SEWER IMPROVEMENTS- (Colonia Match)** Project consists of providing matching funds for an ORCA Colonia Construction grant application for Trenton Terrace to include but not limited to engineering fees, testing, advertisement, and related costs for project completion. LOCATION: Trenton Terrace Colonia located on the corner of Trenton and I Rd. CENSUS TRACT: 238.00(05) BENEFICIARIES: 2863.	**$40,000.00**
05E **Exempt** **58.34 (a) (4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 4. Location of services: Pct 4 area; 311 N. 15th St, McAllen, TX (office)	**10,000.00**

2009	PRECINCT # 4	(Continue)
5D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF EDINBURG** Expenditures include, but not limited to, the reimbursement of salaries of staff providing direct services (program coordinator(s), program leader(s), etc.). Purchase of recreational equipment/supplies. Expenditures will be utilized in four satellite centers that include San Carlos Unit, Kennedy Elementary, Brewster Elementary, Hargill Elementary, . Project will provide positive alternatives for the youth, expand and enhance youth development services in the community, provide youth development in five core areas of character and leadership development (education & career, the arts, health & life skills, and sports/fitness and recreation). Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Hargil Elementary – 4th & Wilson Street, Hargill, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX	**$40,000.00**
05G **Exempt** **58.34 (a) (4)**	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate/caseworker, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of services: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters	**$8,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX	**$17,500.00**

2009	PRECINCT # 4	(Continue)
05N Exempt 58.34(a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County	**$17,500.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – GIRL SCOUTS OF GREATER SOUTH TX** Expenditures include, but not limited to, the reimbursement of membership fees, arts / craft supplies, girl scout badges, handbooks and uniform patches, etc. Project will enable underserved elementary school girls to participate in the Girl Scout program. Members will have an opportunity to participate on a variety of activities during the school day that will allow them to gain leadership, self-confidence and decision-making skills, which will affect their life and encourage them to give back to the community. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Hargil Elementary – 4th & Wilson Street, Hargill, TX	**$5,000.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of the Pct 3 area. Location of service: Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 4 areas	**$6,000.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 4 areas	**$5,000.00**

2008	**HOME PROGRAM**	**2,685,837.00**
21A Exempt	**HOME GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	**268,583.00**
13 Environmental Assessment	**DIRECT HOMEOWNERSHIP ASSISTANCE** Project will provide principal reduction, down payment and closing cost assistance to twenty-five (25) eligible first time homebuyers. This years ADDI allocation of $6,579 will be utilized along with pervious years Homebuyer Program balances.	**$200,000.00**
14A Environmental Assessment	**OWNER- OCCUPIED REHABILITATION PROGRAM** Project will provide rehabilitation and reconstruction services to forty (40) substandard homes for eligible homeowners.	**217,254.00**
12 Environmental Assessment	**CHDO PROGRAM** Funding for three area community housing development organizations for the construction of up to thirty (30) new single-family homes.	**2,000,000.00**
2009	**EMERGENCY SHELTER GRANT**	**$371,952.00**
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM MUJERES UNIDAS/WOMEN TOGETHER- Maintenance & Operations** – To pay for shelter maintenance, operations, rent, repairs, security, fuel, equipment, insurance, utilities, food, furnishings and salaries (10% of grant).	**$129,464.00**
05 Exempt Section 58.34 (a)(4)	**PUBLIC SERVICES – MUJERES UNIDAS – Essential Services** – To provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients (victims of domestic abuse).	**$ 57,100.00**
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM- THE SALVATION ARMY – Maintenance & Operations** – To pay for shelter maintenance, operations, rent, repairs, security, fuel, equipment, insurance, utilities, food, furnishings and salaries (10% of grant).	**$ 59,550.00**
05 Exempt Section 58.34 (a)(4)	**PUBLIC SERVICES – THE SALVATION ARMY- Essential Services** – to provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients.	**$32,240.00**

2008	**EMERGENCY SHELTER GRANT**	**CONTINUE**
05Q Exempt Section 58.34 (a)(4)	**SUBSISTENCE PAYMENTS – THE SALVATION ARMY – Homeless Prevention** – To provide rental and utility assistance to families that have received eviction or utility cut off notices.	**$25,000.00**
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAMS- THE AMERICAN RED CROSS – Homeless assistance under operations** – Will assist families who lost their homes due to a natural disaster or fire by sending them to local motels/hotels for a number of nights stay and issuance of vouchers for clothing.	**$50,000.00**
21A Exempt Section 58.34 (a)(3)	**ESG – GENERAL ADMINISTRATION** - Project pays for staff salaries and administrative costs incurred for the administration of the Emergency Shelter Grant Program.	**$18,598.00**
2008	**UCP ADMINISTRATION**	**$1,023,965.00**
21A Exempt Section 58.34 (a)(3)	**GENERAL ADMINISTRATION**-General Program Administration, to include salaries and operating expenses incurred for the administration and overall management of the CDBG program activities.	**1,023,965.00**

AI-15230 **8.B.**

Resolution - Approval of Annual Action Plan
CC REGULAR

Date:	05/05/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Resolution authorizing approval and submittal of the 2009-2010 Annual Action Plan for Year 2009 to the Department of Housing and Urban Development (HUD).

BACKGROUND

The Urban County Program is requesting authorization to submit the One Year Action Workplan for Years 2009-2010 to HUD. The Annual Action Plan for Year 2009 proposes an overall budget of $11,398,207.00.

CDBG	$ 8,340,418.00
HOME	$ 2,685,837.00
ESG	$ 371,952.00
Total:	**$11,398,207.00**

Fiscal Impact

Attachments

Link: Action Plan Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 11:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/30/2009 08:36 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Estella Webber — Started On: 04/29/2009 10:09 AM

Final Approval Date: 05/01/2009

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of its FY 2009 Allocation from the U.S. Department of Housing and Urban Department (HUD), and

WHEREAS the FY 2009 allocation for Hidalgo County Urban County Program has been set as follows:

Funds Available
2009 URBAN COUNTY PROGRAM

CDBG Budget:	$ 8,340,418.00
HOME Budget:	$ 2,685,837.00
ESG Budget:	$ 371,952.00
Total:	$11,398,207.00

AND WHEREAS, the County of Hidalgo Urban County Program wishes to continue these activities;

NOW, THEREFORE BE IT RESOLVED that the County of Hidalgo Urban County Program hereby submits its FY 2009 One Year Action Plan to the U.S. Department of Housing and Urban Development, and

BE IT FUTHER RESOLVED that Hidalgo County Judge Juan D. Salinas, III be and is hereby authorized to sign any and all documents and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE 5TH DAY OF MAY, 2009

Juan D. Salinas, III - County Judge
Hidalgo County, Texas

Attest:

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-15240 **8.C.**

Amendment - Professional services - City of Elsa

CC REGULAR

Date:	05/05/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program, is requesting approval of amendment #3 to increase the professional services agreement with J.E. Saenz & Associates, Inc. The amendment will change the scope of services to relocate the construction of a lab facility to the existing contract. There will be a increase to amend the contract from the existing amount of $14,238.40 to the revised contract in the amount of $17,738.40. Funds for said increase would be taken from the Elsa FY 18 (2005) Water/Sewer Improvements.

BACKGROUND

Hidalgo County Urban County Program executed a contract with J.E. Saenz & Associates, Inc. in the amount of $20,746.00 for the 2003 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on September 7, 2004. The city of Elsa requested that the contract be amended to delete four items in order to satisfy budget constraints. The four items that will be deleted are 1) Upgrade 400,000 gal elevated tank 2) Upgrade 700,000 gallon ground storage tank 3) Upgrade one clear well pump and motor & 4) upgrade two automatic valves and times. These items will remain on the work plan and will be considered as funds become available. Amended#2 contract amount of $14,238.40 for the 2003 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on August 12, 2008. The city of Elsa again, requested amendment #3 to include the relocation of a lab facility due to Imhoff tank requiring additional scope testing, and the city is limited on funds. The imhoff tank demolition item will also remain on the work plan and will be considered as funds become available.

(see attached revised Exhibit "A" –Scope of Services for Engineering Services submitted by the office of J.E. Saenz.)

Original Contract Amount:	$20,746.00
Amendment #2 Contract Amount:	$14,238.40 (Decrease of $6,507.60)
Amendment #3 Contract Amount:	$17,738.40 (Increase of $3,500.00)
Funds Available:	$121,793.64 (2005) Elsa Water/Sewer Improvement

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Original Contract Amount:	$20,746.00
Amendment #2 Contract Amount:	$14,238.40 (Decrease of $6,507.60)
Amendment #3 Contract Amount:	$17,738.40 (Increase of $3,500.00)
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Attachments

Link: AI- 15240

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 04:20 PM	APRV
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3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Estella Webber Started On: 04/29/2009 11:48 AM

Final Approval Date: 05/01/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____.

Date: April 29, 2009 Meeting Date Request: May 5, 2009 .

Deadline for Action: May 5, 2009 Contact Person: Diana R. Serna .

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

Diana R. Serna, UCP Director _____.

Caption:

The Urban County Program, is requesting approval of amendment #3 to increase the professional services agreement with J.E. Saenz & Associates, Inc. The amendment will change the scope of services to relocate the construction of a lab facility to the existing contract. There will be a increase to amend the contract from the existing amount of $14,238.40 to the revised contract in the amount of $17,738.40. Funds for said increase would be taken from the Elsa FY 18 (2005) Water/Sewer Improvements.

Background:

Hidalgo County Urban County Program executed a contract with J.E. Saenz & Associates, Inc. in the amount of $20,746.00 for the 2003 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on September 7, 2004. The city of Elsa requested that the contract be amended to delete four items in order to satisfy budget constraints. The four items that will be deleted are 1) Upgrade 400,000 gal elevated tank 2) Upgrade 700,000 gallon ground storage tank 3) Upgrade one clear well pump and motor & 4) upgrade two automatic valves and times. These items will remain on the work plan and will be considered as funds become available. Amended#2 contract amount of $14,238.40 for the 2003 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on August 12, 2008. The city of Elsa again, requested amendment #3 to include the relocation of a lab facility due to Imhoff tank requiring additional scope testing, and the city is limited on funds. The imhoff tank demolition item will also remain on the work plan and will be considered as funds become available. (see attached revised Exhibit "A" –Scope of Services for Engineering Services submitted by the office of J.E. Saenz.)

Original Contract Amount:	$20,746.00
Amendment #2 Contract Amount:	$14,238.40 (Decrease of $6,507.60)
Amendment #3 Contract Amount:	$17,738.40 (Increase of $3,500.00)

Funds Available: $121,793.64 (2005)- Elsa Water/Sewer Improvement

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:

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

April 20, 2009

Juan Cedillo
City Manager
City of Elsa
216 E. 4th Street
Elsa, Texas 78543

Re: City of Elsa – Year 16
Waste Water Treatment Plant Improvements

Mr. Cedillo,

It is our pleasure to submit to the City of Elsa this proposal for the additional engineering services for the above mention reference. We have attached our proposed scope of services, for the additional design needed for new location of the lab building to be constructed at the Waste Water Treatment Plant in the City of Elsa.

Our additional basic fee for engineering services is $3,500.00. The original contract amount for engineering was in the amount of $14,238.40 for a new contracted amount of $17,738.40. We are ready to proceed with these additional engineering services at your discretion.

Please review the following and provide us with direction for this project. We are available to answer any questions that you may have regarding either the proposal, and/or the scope of services additional amount of this project. Should you have any question contact us at (956) 383-2984.

Respectfully Submitted,

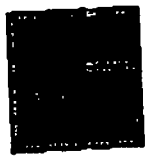
Jose E. "Eddie" Saenz, P.E.
Principal

RSC, rsc

Cc: Lupita Garcia, Urban County
Antonio Barco, Urban County

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

SCOPE OF SERVICES

The following items are the list of scope of services for the additional items requested by the City of Elsa. The work will be done for the City of Elsa Waste Water Treatment Plant Lab Building.

1. Relocate Lab Building Structure to new location due to Imhoff Tank requiring asbestos testing.
2. New Electrical plan required for new Lab Building Structure location.
3. Surveying for new Lab Building Structure Location and driveway design.
4. Additional electrical design services needed for back-up generator.

Current building plans will be used for construction, only overview location plan will be provided for these additional services. New quantity sheets will be provided for bidders. Close coordination with contractor of record will be done for the successful Lab Building Structure construction.

Original Contract Amount:	$14,238.40
Change Order Amount:	$3,500.00
New Contract Amount:	$17,738.40

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
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CITY OF ELSA

April 28, 2009

c/o Lupita V. Garcia
Antonio Barco
CDBG Manager
Hidalgo County Urban Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: J. E. Saenz Engineering Services
City of Elsa – Year 16
Wastewater Treatment Plant Improvements

Dear Mr. Barco:

Be advised that in their Special meeting held on April 22, 2009, the Elsa City Council reviewed and approved the request for additional engineering services in the amount of $ 3 500. The new contracted amount will now be $ 17,738.40.

If you require additional information, please feel free to contact my office.

Sincerely,

JUAN CEDILLO
City Manager

Enclosure: J. E. Saenz letter
Scope of Services

RECEIVED
APR 28 2009

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002
The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5002/03/05-25-0310-5000-2500
Amendment #3 Amount: $17,738.40

Amendment #3
Professional Services Agreement
Original Contract Approved as of : September 7, 2004.
Amendment #2 Approved as of: August 12, 2008

This Agreement, entered into this **5th** day of **May 2009** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Elsa,** (hereinafter called the "Party") and **J.E. Saenz** duly authorized Engineer, herein acting by **J.E. Saenz & Associates** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water and Sewer Improvement Project** Account(s) **5003-25-0310-5000-2500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Elsa** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4 of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$17,738.40** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 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;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **5th day of May, 2009** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2009.

_____

Engineer Signature

Firm Name: **J.E. Saenz & Associates**

Address: **5211 East Wisconsin Road**

City/ST/ZIP: **Edinburg, Texas 78539**

FED ID #ISS #: **74-2741752**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

City of Elsa

_____ _____
City Secretary (SEAL) **Mayor**

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

AI-15232 **8.D.**

Solar lights project - Pct. #4 area

CC REGULAR

Date:	05/05/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with TEDSI Infrastructure Group in the amount of $ 7,000.00 utilizing Year 21 (2008) funds for a Street Improvements (Solar Light) Project within the Hidalgo County Precinct No. 4 area.

BACKGROUND

TEDSI Infrastructure Group has submitted a best and final offer for professional engineering services for the purchase and installation of solar lights for the Colonia Big 5 located within Hidalgo County Precinct No. 4.
TEDSI Infrastructure Group was the highest rated firm by Commissioner's Court.
Contract approval in the amount of $7,000.00 is being requested. (See attached scope of services and Best and Final Offer Letter).

Contract Amount:	$ 7,000.00
Funds Available:	$20,000.00 (2008 - FY 21)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contract Amount:	$7,000.00
Funds Available:	$20,000.00 (2008- FY 21)

Attachments

Link: installation of solar lights

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 11:25 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/30/2009 08:29 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Estella Webber

Started On: 04/29/2009 10:39 AM

Final Approval Date: 05/01/2009

COUNTY of HIDALGO

Oscar L. Garza, Jr.
County Commissioner, Pct. 4
1051 N. Doolittle Rd.
Edinburg, TX 78541
Office: (956)383-3112



EDINBURG, TEXAS 78539

April 24, 2009

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

Re: Year 21 (Solar Powered Roadway Lighting / Colonia Big 5) Engineer Selection

Dear Diana:

After review of the pertinent UC1 listing, statements of qualifications were requested and received for three engineering firms. The firms were evaluated and rated.

It has been concluded, after negotiations, that the firm of TEDSI Infrastructure Group is the best qualified for the above mentioned street improvement project.

Please prepare item for presentation on the next available Commissioners' Court meeting. Included you will find the engineers cost proposal as required for agenda backup.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria A. Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant

APR 24 2009

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

April 21, 2009

Commissioner Oscar L. Garza Jr.
Hidalgo County Precinct 4
1051 N Doolittle Rd
Edinburg, Texas 78542-0337

RE: ***Engineering Services Proposal***
Solar Powered Roadway Lighting for Colonia on east side of Big Five Rd approximately 1 mile north of Mile 13N Rd in Hidalgo County Precinct No. 4

Dear Commissioner Garza:

TEDSI Infrastructure Group (TEDSI) is pleased to submit this proposal to Hidalgo County Precinct No. 4 for services relating to the ***Solar Powered Roadway Lighting project North of Edinburg Texas. Solar Lighting is for a Colonia on east side of Big Five Rd, approximately 1 mile north of Mile 13 N Rd.***

TEDSI will perform these services as detailed in the attached **Exhibit "A" Scope of Services.**

COMPENSATION

TEDSI's best and final offer to complete the tasks mentioned above is a total lump sum fee of $7,000.00

Thank you for your consideration. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jose A. Sanchez, P.E.
Project Manager

Tel: 956/424-7898 ♦ TEDSI ♦ Fax: 956/424-7022

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT DESCRIPTION

This project is to provide location layout plans, specifications, and construction cost estimates for the installation of 4 solar powered roadway lighting fixtures mounted on wood poles along the internal streets of a Colonia on east side of Big Five Rd, approximately 1 mile north of Mile 13N Rd. Colonia located within Hidalgo County Precinct No. 4. The Engineer will also provide construction support services for this project.

The work to be furnished by the Engineer shall consist of management and general engineering services for **SOLAR POWERED ROADWAY LIGHTING FOR A COLONIA ON EAST SIDE OF BIG FIVE RD, APPROXIMATELY 1 MILE NORTH OF MILE 13N RD IN HIDALGO COUNTY PRECINCT No. 4.** The work shall be developed in accordance with the Owner 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 development of the Project and fulfillment of this Agreement as follows:

I. DESIGN PHASE – DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR SOLAR POWERED ROADWAY LIGHTING FOR A COLONIA ON EAST SIDE OF BIG FIVE RD, APPROXIMATELY 1 MILE NORTH OF MILE 13N RD IN HIDALGO COUNTY PRECINCT No. 4.

II. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT AND SUPPORT

I. 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.

All final plan sheets will be developed by the Engineer on reproducible, 4 mil, double-matte, white, opaque film.

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.

Specifications. The Engineer shall use Hidalgo County Specifications. Other specifications may be developed by the Engineer.

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 DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

1. The Engineer will prepare a project location map for colonia and a detail drawing to clarify any construction requirements of the plan drawings with the Engineer's seal, signature and date.

PS&E Supporting Documents

1. Specifications List and general Notes. The Engineer will prepare an applicable specification list, as well as any general notes that may be applicable to PS&E submission.

2. 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.

II. CONSTRUCTION PHASE SERVICES

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 attend and conduct 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 formal contract documents for the award of each construction contract.

Construction Contract Administration

1. In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2. The Engineer will attend and conduct a pre-construction conference.

3. 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 or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

4. Contractor Payment. The Engineer will verify quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

5. The Engineer will provide a monthly visit by the Project Engineer or a representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

Miscellaneous Technical Activities

1. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

2. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

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 **SOLAR POWERED ROADWAY LIGHTING FOR A COLONIA ON EAST SIDE OF BIG FIVE RD APPROXIMATELY 1 MILE NORTH OF MILE 13N RD IN HIDALGO COUNTY PRECINCT No. 4.**

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 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 recommended by the Engineer, construction contracts 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. Compensate and pay the Contractor 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.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5008-94-0311-5000-9400

Professional Services Agreement

This Agreement, entered into this **5th day of May, 2009** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County Precinct No. 4,** (hereinafter called the "Party") and **TEDSI Infrastructure Group** duly authorized Engineer, herein acting by **Eric Dietrich** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements (Solar Lighting) Project** Account(s) **5008- 94-0311-5000-9100** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Hidalgo County Precinct No. 4** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$7,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 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;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **5th day of May, 2009.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2009.

_____

Engineer Signature

Firm Name: **TEDSI Infrastructure Group**

Address: **1201 East Expressway 83**

City/ST/ZIP: **Mission, Texas 78572**

FED ID #ISS #: **76-0128014**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

AI-15223 **8.E.**

Amendment - HPRP Action Plan

CC REGULAR

Date:	05/05/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Substantial Amendment to the Consolidation Plan 2008 Action Plan for the Homeless Prevention and Rapid Re-housing Program (HPRP) under the American Recovery Act and Reinvestment Act of 2009.

BACKGROUND

The County of Hidalgo has received a notice of funding allocation of $3,463,905 from HUD under the Homeless Prevention and Rapid Re-housing Program (HPRP) under the American Recovery Act and Reinvestment Act of 2009. Funding is to provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. In order to receive these funds, the County must submit a substantial amendment to the Consolidated Plan 2009 Action Plan. County of Hidalgo Urban County Program has completed the requirements for this application and recommends approval. Substantial Amendment Application Standard Form 424 attached.

Funds Available: $3,463,905
Funds Requested: $3,463,905

Fiscal Impact

Attachments

Link: federal assistance application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 08:25 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/30/2009 08:34 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Estella Webber — Started On: 04/28/2009 03:15 PM

Final Approval Date: 05/01/2009

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006 — Version 7/03

		2. DATE SUBMITTED: May 6, 2009	Applicant Identifier
1. TYPE OF SUBMISSION: Application ☐ Construction ☑ Non-Construction	Pre-application ☐ Construction ☐ Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Hidalgo County,Texas	Organizational Unit:
Organizational DUNS: 103110834	Department: Urban County Program
Address:	Division: CDBG Grants Division
Street: 100 E. Cano, 2nd Floor	Name and telephone number of person to be contacted on matters involving this application (give area code)
City: Edinburg	Prefix: Ms. / First Name: Diana
County: County of Hidalgo	Middle Name: R.
State: Texas / Zip Code: 78539	Last Name: Serna
Country: United States of America	Suffix:
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6000717	Email: drserna@bizrgv.rr.com
	Phone Number (give area code): (956) 787-8127 / Fax Number (give area code): (956) 787-5291
8. TYPE OF APPLICATION: ☑ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) B. County Other (specify)
	9. NAME OF FEDERAL AGENCY: Department of Housing and Urban Develpment
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-257 TITLE (Name of Program): Labor Management Cooperation Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Homeless Prevention Homeless Prevention Rapid Re-Housing Program (HPRP)
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Hidalgo County,Texas	
13. PROPOSED PROJECT Start Date: September 1, 2009 / Ending Date: August 31, 2012	14. CONGRESSIONAL DISTRICTS OF: a. Applicant 15. & 28. / b. Project 15. & 28.

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$ 3,463,905.00	a. Yes. ☑ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: June 10, 2009
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
g. TOTAL	$ 3,463,905.00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr.	First Name: Juan	Middle Name: De Dios (D.)
Last Name: Salinas, III		Suffix
b. Title: Hidalgo County Judge		c. Telephone Number (give area code): 1 (956) 318-2600
d. Signature of Authorized Representative		e. Date Signed

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

AI-15222 **8.F.**

Neighborhood Stabilization Program eligibility

CC REGULAR

Date:	05/05/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Authorization to waive the County of Hidalgo's eligibility for the State of Texas Neighborhood Stabilization Program 2009 and granting Affordable Homes of South Texas, Inc., (AHSTI) a non-profit organization the authority to apply on our behalf.

BACKGROUND

The U.S. Department of Housing and Urban Development has granted the County of Hidalgo a grant in the amount of $ 2,867,057 from the Neighborhood Stabilization Program and is currently administered by the Urban County Program office.

AHSTI has an excellent tract record in community development and to date has constructed over 100 new homes in rural Hidalgo County. Their strong organizational capacity helps to ensure compliance with grants while meeting construction goals and deadlines.

Staff recommends the approval of this request.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 08:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/30/2009 08:34 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Estella Webber — Started On: 04/28/2009 03:03 PM

Final Approval Date: 05/01/2009

AI-15294 **9.A.**

Reorganization of Justice of the Peace Precinct 2, Place 2

CC REGULAR

Date:	05/05/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval of request to the Hidalgo County Civil Service Commission for the Reorganization of the Office of Justice of the Peace Precinct 2, Place 2 pursuant to Civil Service Commission Rules Section 3.33 - 3.39 as proposed by Judge Rosa Treviño.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary Impact.

Attachments

Link: Section 3.33-3.39

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 02:07 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/01/2009 03:26 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Sergio Cruz			Started On: 05/01/2009 01:45 PM	
Final Approval Date: 05/01/2009				

a higher salary grade to a lower salary grade, or until salary grades are established, results in a decrease in salary for such employee, or which moves the employee into a new position which is budgeted at a salary lower than the employee's existing position. Demotions may or may not involve a change in job responsibilities. Acceptable reasons for demotions are:

a. the inability of an employee to fulfill the functions of the job;

b. the employee's request for such change;

c. disciplinary action; or

d. reduction-in-force.

REORGANIZATION AND/OR CONSOLIDATION

3.33 A County and/or District reorganization and/or consolidation ("reorganization") occurs when the structure of a single Department or several Departments is changed in such a way as to significantly alter the number of employees and/or level of job classes within that Department. Such changes may be proposed by an Elected Official/Department Head, or in certain instances, initiated by the Governing Authority.

3.34 All reorganization plans must be submitted, in writing, to the Commission, and must have attached a completed personnel action request form with specific changes requested for each affected position.

3.35 The Secretary will review and coordinate administrative items such as job descriptions and support documents with requesting Departments, and will forward the completed package to the Commission for approval.

3.36 If the reorganization is approved by the Commission, the completed package will be forwarded to the Governing Authority for its approval, unless the Governing Authority is the entity which requested the reorganization.

3.37 In all cases, the affected employees must be given at least seven (7) days written notice prior to the implementation of the reorganization.

3.38 Promotions resulting from a reorganization do not require announcement in accordance with these rules, but the employee so promoted must have completed his or her probationary period.

3.39 Any Vacancy resulting from a reorganization, or any Vacancy which occurs during a reorganization, must be announced in accordance with the provisions of this Chapter.

REDUCTION-IN-FORCE

3.40 Whenever it becomes necessary to reduce the number of employees of any Department in the County and/or District, such as through a reorganization, or termination or reduction in County and/or District programs based on action of the Governing Authority, the Elected Official/Department Head of the affected Department shall communicate, in writing, the following information to the Human Resources Department:

a. the number of positions to be eliminated; (Amended April 10, 1996)

b. the salary grade(s) or, until salary grades are established, the salaries for each position involved;

AI-15300 **10.A.**

Proclamation

CC REGULAR

Date:	05/05/2009
Submitted By:	Mari Gutierrez, COUNTY JUDGE
Submitted For:	Mari Gutierrez
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation for Law Day 2009.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 04:10 PM	APRV
2	Roland Garcia	Rolando Garcia	05/01/2009 04:11 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Mari Gutierrez			Started On: 05/01/2009 02:53 PM	
Final Approval Date: 05/01/2009				

AI-15258 **10.B.**

81st Legislative Session

CC REGULAR

Date:	05/05/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

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	04/30/2009 08:17 AM	APRV
2	Roland Garcia	Rolando Garcia	05/01/2009 11:52 AM	APRV
3	Perla Lopez	Perla Lopez	05/01/2009 01:22 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Erika Reyna — Started On: 04/29/2009 04:51 PM

Final Approval Date: 05/01/2009

AI-15297 **10.C.**

Proclamation NCGW

CC REGULAR

Date:	05/05/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation recognizing May 3-9, 2009 as National County Government Week

BACKGROUND

Fiscal Impact

Attachments

Link: Proclamation - NCGW

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 02:36 PM	APRV
2	Roland Garcia	Rolando Garcia	05/01/2009 03:27 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Roxanne De La Garza Started On: 05/01/2009 02:13 PM

Final Approval Date: 05/01/2009

PROCLAMATION

WHEREAS the nation's 3,068 counties provide a variety of essential public services to communities serving 300 million Americans; and

WHEREAS Hidalgo County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS many county government initiatives and programs involve the protection of valuable and vulnerable environmental resources in communities; and

WHEREAS the National Association of Counties is the only national organization that represents county governments in the United States; and

WHEREAS the National Association of Counties created National County Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community; and

WHEREAS NACo and Hidalgo County are working together to Restore the Partnership between all levels of government to better serve American communities; and

NOW THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby proclaims May 3-9, 2009 as National County Government Week and encourage all Hidalgo County officials, employees, schools and residents to participate in county government week activities.

_____
JUAN D. SALINAS III
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

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-15263 **10.D.**

SB 700

CC REGULAR

Date:	05/05/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and approval of resolution opposing SB 700 by Dan Patrick relating to appraisals for ad valorem tax purposes, increased tax rates and/or similar legislation.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/30/2009 08:19 AM	APRV
2	Roland Garcia	Rolando Garcia	05/01/2009 11:53 AM	APRV
3	Perla Lopez	Perla Lopez	05/01/2009 01:24 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Erika Reyna			Started On: 04/29/2009 04:56 PM	
Final Approval Date: 05/01/2009				

AI-15296 **10.E.**

Proclamation - National Day of Prayer

CC REGULAR

Date:	05/05/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation recognizing May 7, 2009 as the National Day of Prayer

BACKGROUND

Fiscal Impact

Attachments

Link: Proclamation - NDP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 02:36 PM	APRV
2	Roland Garcia	Rolando Garcia	05/01/2009 03:20 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 05/01/2009 02:11 PM

Final Approval Date: 05/01/2009

PROCLAMATION

WHEREAS, In 1775, the first day of prayer was declared when the Continental Congress asked the colonies to join in prayer as they moved forward in forming the greatest democracy the world has ever known; and

WHEREAS, In 1952, a bill, requiring the President to select a day for national prayer each year, which was later signed by President Truman, unanimously passed by both houses of congress proclaiming an annual National Day of Prayer (NDP); and

WHEREAS, In 1988, a bill was introduced to Congress which fixed the annual National Day of Prayer as the first Thursday in May and on May 5, 1988, the bill was signed into law by President Reagan; and

WHEREAS, The National Day of Prayer has great significance for us as a nation. It enables us to recall and to teach the way in which our founding fathers sought the wisdom of God when faced with critical decisions. It stands as a call to us to humbly come before God, seeking His guidance for our leaders and His grace upon us as a people; and

WHEREAS, A prayerful spirit has always been an important part of our national character, and it is a force that has guided Americans of many faiths and traditions to share a common belief that God hears the prayers of His children and shows grace to those who seek Him; and

WHEREAS, Throughout history, Americans have turned to prayer and reflection during times of strength and times of difficulty, in moments of joy and moments of despair, when seeking comfort and giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, God has blessed us and shed His grace on this great land, making it a treasure for generations to come. And as our nation comes together, we shall pray for unity of hearts and righteousness for this great state, this great nation and all of mankind; and

NOW, THEREFORE BE IT PROCLAIMED, that the Commissioners Court of Hidalgo County hereby recognizes May 7, 2009 as National Day of Prayer.

Approved this _____day of May, 2009

_____
J.D. SALINAS III
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

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

_____
JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-15261 **10.F.**

CEDS Project Update

CC REGULAR

Date:	05/05/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Update on Hidalgo County Comprehensive Economic Development Strategy Project

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	04/30/2009 08:18 AM	APRV
2	Roland Garcia	Rolando Garcia	05/01/2009 11:52 AM	APRV
3	Perla Lopez	Perla Lopez	05/01/2009 01:23 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Erika Reyna — Started On: 04/29/2009 04:54 PM

Final Approval Date: 05/01/2009

AI-15249 **11.A.**

Planning Department

CC REGULAR

Date:	05/05/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
a. Encore Ranches Subdivision - Pct. 4 (Richard Garza)

2. Discussion and possible action regarding Hidalgo County Legislative Program for the 81st Session of the Texas Legislature, more specifically, House Bill 1656, House Bill 3929 and House Bill 4669.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

Link: Encore Ranches- Preliminary

Link: Encore Ranches;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 04:15 PM	APRV
2	Dale Kennan	Dale Kennan	05/01/2009 09:30 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Nora Cavazos — Started On: 04/29/2009 03:51 PM

Final Approval Date: 05/01/2009

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 29, 2009

RE: **Encore Ranches Subdivision– Pct. 4**
Preliminary Approval

Encore Ranches is a thirty eight (38) lot subdivision located on the Northeast corner of North 83rd Street and Curry 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 April 22, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Curry Road and ten (10) feet on 83rd Street of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. 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 six (6) inch waterline on 83rd Street that will serve as the primary source of water for the proposed development.

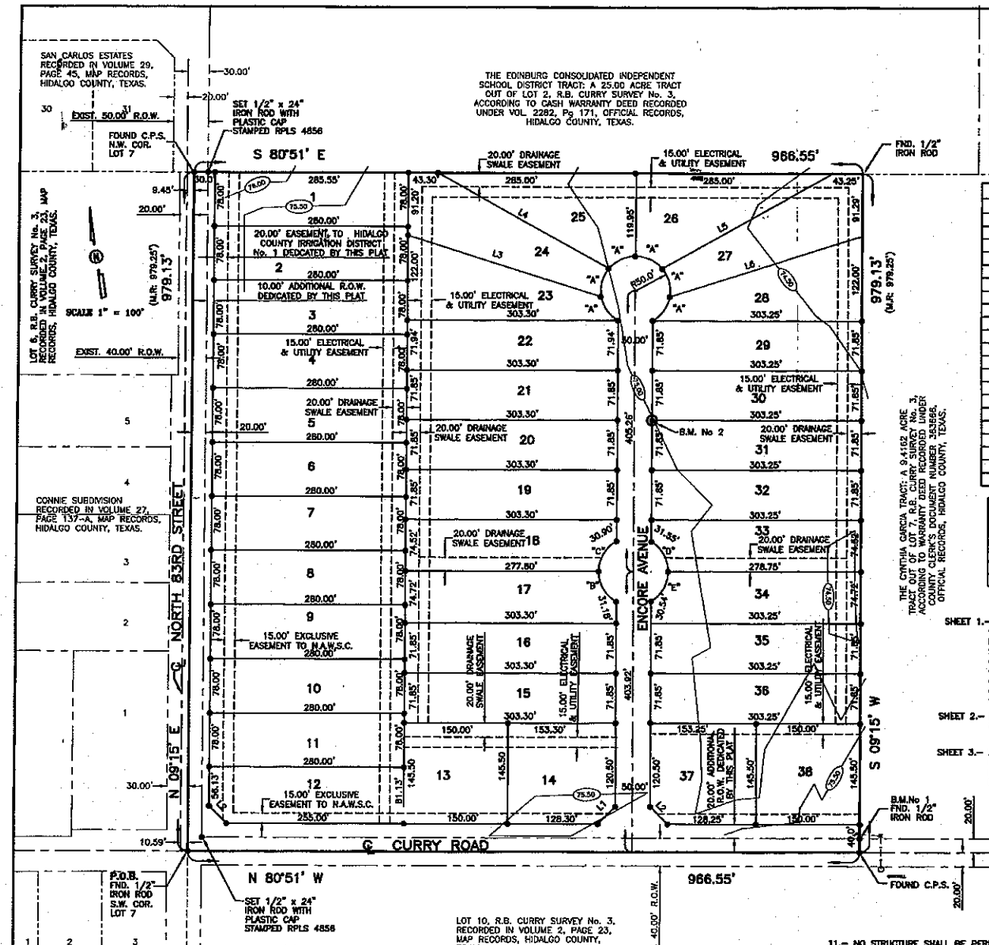
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 27, 2009** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Encore Ranches Subdivision 2nd Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		04-29-09	JRT
A	**2ND SHEET COMMENTS:** As per the water engineer report; please describe the correct location of the existing 6" water line on North 83rd Street.		
B	All modification on water engineering report shall reflect on the Spanish engineering report version.		
C	Verify if there's an easement for the existing overhead power line along the north boundary line of this subdivision.		
D	Make sure all proposed OSSF adjacent to lot 38 meet the minimum require distance from a water well.		
E	**3RD SHEET COMMENTS:** Please provide an offsite drawing from the southwest corner of this subdivision up to existing drain ditch along the south side TEX-MEX Road. Please show the existing natural ground elevation for the road side ditch for 83rd Street and the existing drain ditch. Positive outfall is required via the reconstruction of the road side ditch of North 83rd Street.		
F	Label for developer to remove the existing fence encroaching in lots 35, 36 and 37.		



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°12' E	35.39'
L2	N 35°48' W	35.32'
L3	S 63°17'48" E	290.13'
L4	S 51°39'01" E	282.34'
L5	N 69°56'27" E	282.82'
L6	N 81°35'58" E	290.43'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1-11	21,840.00	0.502
12	22,403.90	0.514
13	21,825.00	0.501
14	21,916.00	0.503
15-16	21,792.11	0.500
17	21,874.30	0.502
18	21,789.05	0.500
19-21	21,792.11	0.500
22	22,269.50	0.511
23	22,127.78	0.508
24	21,887.22	0.502
25	21,791.56	0.500
26	21,810.62	0.501
27	22,129.93	0.512
28	22,311.78	0.500
29-32	21,792.11	0.500
33	21,854.02	0.502
34	21,800.74	0.503
35-36	21,792.11	0.500
37	21,985.38	0.505
38	21,825.00	0.501

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	01°52'39"	1,374.00'	45.03'
"B"	01°52'39"	1,374.00'	45.03'
"C"	01°52'39"	1,374.00'	45.03'
"D"	01°52'39"	1,374.00'	45.03'
"E"	01°52'39"	1,374.00'	45.03'

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ET.c: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: H.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CERTIFICATION REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (SHADED)
AREA OF 500-YEAR FLOOD: AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE: AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD
COMMUNITY-PANEL No. 480343 0325 D
EFFECTIVE DATE: MAY 17, 2001.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.F.R. 44CFR 65.5 C, EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR CERTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
35.00 FEET ON NORTH 83RD STREET
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 8.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET

3.– 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. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– 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 ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 70.00 LOACTED ON 1/2" IRON ROD FOUND 20.0' NORTH FROM THE SOUTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 75.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 31. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 92,265.21 CUBIC -FEET (2.43 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

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

8.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

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

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

12.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

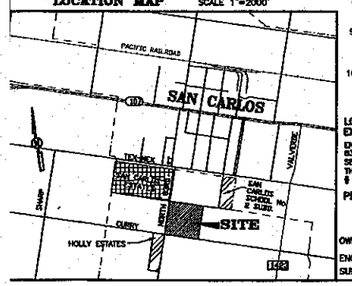
13.– RICHARD A. GARZA THE OWNER & SUBDIVIDER OF ENCORE RANCHES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

15.– ALL LOTS IN ENCORE RANCHES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN ENCORE RANCHES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF ENCORE RANCHES SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING ENCORE RANCHES SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN ENCORE RANCHES SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THIS RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN ENCORE RANCHES SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

16.– THERE IS AN EXISTING WATERWELL LOCATED ON LOT 38 THAT CURRENTLY SERVES A RESIDENCE ON LOT 38.

LOCATION MAP

SCALE 1"=2000'



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

ENCORE RANCHES SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF CURRY ROAD AND EAST OF NORTH 83RD STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 63,735), ENCORE RANCHES SUBDIVISION, LIES APPROXIMATELY 3.38 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd,	3810 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

REVISION NOTES				
No.	Item	Remarks	Date	Approved

SUBDIVISION PLAT OF:

ENCORE RANCHES SUBDIVISION

A 21.73 ACRE TRACT OF LAND OUT OF LOT 7, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 1538, PAGE 340, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1415829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 21.73 ACRE TRACT OF LAND OUT OF LOT 7, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 1538, PAGE 340, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1415829, 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 1/2" IRON ROD FOUND AT THE INTERSECTION OF THE CENTERLINES OF NORTH 83rd STREET AND CURRY ROAD FOR THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°15'E, ALONG THE WEST LINE OF LOT 7 AND THE CENTERLINE OF NORTH 83rd STREET, A DISTANCE OF 979.13 FEET (MAP RECORD: 979.25 FEET) TO A DOTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF LOT 7 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 966.55 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE CYNTHIA GARCIA TRACT (A 9.4162 ACRE TRACT OUT OF LOT 7, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 363566, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'W, ALONG THE WEST LINE OF THE CYNTHIA GARCIA TRACT, PASSING A 1/2" IRON ROD FOUND AT 959.13 FEET FOR THE NORTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 979.13 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 7 AND IN THE CENTERLINE OF CURRY ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W, ALONG THE SOUTH LINE OF LOT 7 AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 966.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.73 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN CARLOS ESTATES, RECORDED IN VOLUME 29, PAGE 45, 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 THE 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 12TH DAY OF JANUARY 20 09.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

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

I, RICHAR A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC. AS OWNER OF OF THE 21.73 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ENCORE RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT;
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DATE

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd.
3810 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC. GENERAL PARTNER OF GARCO, 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 considerations therein stated.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2013.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

PRESIDENT SECRETARY

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

WE THE UNDERSIGNED CERTIFY that this plat of the ENCORE RANCHES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge Date

ATTEST: Hidalgo County Clerk 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 ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (ENCORE RANCHES SUBDIVISION) 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 (ENCORE RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA 85854 REGISTERED PROFESSIONAL ENGINEER

4-28-09
ALFONSO QUINTANILLA DATE
P.E. No. 85854

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by 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 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 purposes 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 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 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 as relocated.

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

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

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

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd.
3810 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

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

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	FILENAME : P:\DATA\SURVEYS\HIDALGO CO.\ENCORE RANCHES SUBDIVISION\PLAT			
	DATE PREPARED: JAN 19, 2009	PREPARED BY: M. GONZALEZ	CHECKED BY:	APPROVED BY:
	REVISIONS:	REVISED BY:	CHECKED BY:	APPROVED BY:

AI-15241 **12.A.**

Operation Stonegarden City Budgets

CC REGULAR

Date:	05/05/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff Office Operation Stonegarden Grant (1284):
1. Approval of Certification of Revenues as certified by the County Auditor for the Operation Stonegarden Grant.
2. Approval of the following city budgets for awarded amounts pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management:

a. City of La Joya--$150,000.00
b. City of Palmview--$90,000.00
c. City of Pharr--$104,996.96
d. City of Mission--$105,000.00

BACKGROUND

The budgets include provisions for overtime, the city's respective fringe benefits, purchase of vehicles and equipment, and expenses relating to fuel/mileage.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local matching funds are required.

Attachments

Link: Budget La Joya
Link: Budget Palmview
Link: Budget Pharr
Link: Budget Mission

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/29/2009 03:22 PM	APRV
2	Budget & Management	Veronica Lopez	04/29/2009 04:09 PM	APRV

3	Manuel Chapa	Manuel Chapa	05/01/2009 04:25 PM	APRV
4	Auditor's Office	Angela Garcia	05/01/2009 05:28 PM	APRV

Form Started By: Emilia Uriegas

Started On: 04/29/2009 12:12 PM

Final Approval Date: 05/01/2009

DATE: April 29, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino/ Mayor William

DEPARTMENT NAME: Operation Stonegarden--City of La Joya

ACCOUNT NUMBER: 9-1284-421-00-280-050-1-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Governr 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordanc Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-050-1-131	Overtime
9-1284-421-00-280-050-1-220	FICA
9-1284-421-00-280-050-1-250	Unemployment Compensation
9-1284-421-00-280-050-1-841	Aid to Governmental Agencies

TOTAL APPROPRIATIONS

9-1284-331-10-280-050-1-000 **Office of the Governor--Division of Emergency Management**

TOTAL REVENUES

REASON: **To appropriate budget for the Operation Stonegarden Sub-Recipient grar La Joya from the Office of the Governor, Division of Emergency Manager**

Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08 Grant Period is September 01, 2008 to May 01, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **AT**

"Billy" Leo

nent Code, Chapter

ce with Local Government

AMOUNT
65,100.00
4,980.15
716.10
79,203.75

150,000.00

150,000.00

150,000.00

nt award to the City of
ment.

8-48215-01.

/ /
DATE

ITEST COUNTY CLERK

DATE: April 29, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino/Mayor Jorge G.

DEPARTMENT NAME: Operation Stonegarden--City of Palmview

ACCOUNT NUMBER: 9-1284-421-00-280-051-1-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Governr 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordan Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-051-1-131	Overtime
9-1284-421-00-280-051-1-841	Aid to Governmental Agencies

TOTAL APPROPRIATIONS

9-1284-331-10-280-051-1-000 **Office of the Governor--Division of Emergency Management**

TOTAL REVENUES

REASON: To appropriate budget for the Operation Stonegarden Sub-Recipient gran Palmview from the Office of the Governor, Division of Emergency Manag

Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08 Grant Period is September 01, 2008 to May 01, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT AT

Garcia

nent Code, Chapter

ce with Local Government

AMOUNT
45,000.00
45,000.00

90,000.00

90,000.00

90,000.00

nt award to the City of
gement.

8-48215-01.

/ /
DATE

ITTEST COUNTY CLERK

DATE: April 29, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino/Mayor Leopoldo

DEPARTMENT NAME: Operation Stonegarden--City of Pharr

ACCOUNT NUMBER: 9-1284-421-00-280-053-1-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Governr 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordanc Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-053-1-131	Overtime
9-1284-421-00-280-053-1-220	FICA
9-1284-421-00-280-053-1-260	Workers' Compensation
9-1284-421-00-280-053-1-581	In-County Employee Travel
9-1284-421-00-280-053-1-841	Aid to Governmental Agencies

TOTAL APPROPRIATIONS

9-1284-331-10-280-053-1-000	Office of the Governor--Division of Emergency Management

TOTAL REVENUES

REASON: **To appropriate budget for the Operation Stonegarden Sub-Recipient grar Pharr from the Office of the Governor, Division of Emergency Manageme**

Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08 Grant Period is September 01, 2008 to May 01, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **AT**

ɔ "Leo" Palacios

ınent Code, Chapter

ce with Local Government

AMOUNT
51,840.00
3,965.76
2,851.20
10,459.80
35,880.20
104,996.96
104,996.96
104,996.96

ıt award to the City of
ent.

8-48215-01.

/ /
DATE

ITTEST COUNTY CLERK

DATE: April 29, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino/Mayor Norberto

DEPARTMENT NAME: Operation Stonegarden--City of Mission

ACCOUNT NUMBER: 9-1284-421-00-280-054-1-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Governr 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordanc Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-054-1-841	Aid to Governmental Agencies

TOTAL APPROPRIATIONS

9-1284-331-10-280-054-1-000 **Office of the Governor--Division of Emergency Management**

TOTAL REVENUES

REASON: **To appropriate budget for the Operation Stonegarden Sub-Recipient grar Mission from the Office of the Governor, Division of Emergency Managen**

Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08 Grant Period is September 01, 2008 to May 01, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **AT**

› Salinas

nent Code, Chapter

ce with Local Government

AMOUNT
105,000.00

105,000.00

105,000.00

105,000.00

nt award to the City of
ment.

8-48215-01.

/ /
DATE

ITEST COUNTY CLERK

AI-15227 **12.B.**

Sheriff's Office--OCDETF Overtime Agreement(1284)

CC REGULAR

Date:	05/05/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office OCDETF- (1284):
1. Approval of agreement between the Organized Crime Drug Enforcement Task Force (OCDETF) and the Hidalgo County Sheriff's Office for the overtime program.
2. Approval of Certification of Revenues as certified by the County Auditors for the OCDETF cooperative agreement.
3. Approval to appropriate funding of $3,500.00 in reference to investigation number SW-TXS-0662.

BACKGROUND

Funding is for the period of 05/01/09 to 09/30/09.

This item was tabled on the agenda of 04/28/09, as per our request, due to a change made by OCDETF in the amount of overtime assigned to the referenced investigation number. The prior amount was for $7,000.00.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenses relating to the fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget Account (Number 9-1100-421-00-280-001-0-XXX).

Attachments

Link: ocdetf.agreement

Link: backup

Link: letter

Link: budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 10:20 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/01/2009 03:28 PM	APRV

3	Auditor's Office	05/01/2009 05:28 PM	NEW
Form Started By: Emilia Uriegas		Started On: 04/29/2009 08:32 AM	
Final Approval Date: 05/01/2009			

APR 16 RECD

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: _____

Amount Requested: 3500.00 ~~$7,000.00~~

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0662

Federal Agency Investigation Number: M5-09-0086

From: 05-01-2009 (Beginning Date of Agreement)

To: 09-30-2009 (Ending Date of Agreement)

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
Sheriff Guadalupe Trevino
711 El Cibolo Road
Edinburg, Texas 78539

State or Local Agency Narcotics Supervisor: Rudy Espinoza
Telephone Number: 956-383-8114
E-mail Address: Rodolfo.Espinoza@hidalgoso.org
Fax Number: 956-393-6179

Sponsoring Federal Agency Group/Squad Supervisor: GS Rudy Maldonado
Telephone Number: 956-992-8427
E-mail Address: Rudy.Maldonado@usdoj.gov

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

Please provide the name, telephone number and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Rossana Schettino, Grant Accountant

Telephone Number: 956-318-2511 Ext. 4673

E-mail Address: Rossana.schettino@auditor.co.hidalgo.tx.us

Fax Number: 956-318-2577

This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, sponsoring Agency Regional OCDETF Coordinator, and the Assistant United States Attorney Regional OCDETF Coordinator.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense / Strategic Initiative Programs, Policies and Procedures Manual, October, 2008.

1. No individual agreement with a State or Local department may exceed $20,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed $30,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office within five (5) working days of determining that no work is being performed.

5. The State and Local law enforcement agency is to provide monthly billing estimates or activity upon request.

6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties to this agreement.

11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will be telephonically advised ten (10) business days in advance of such modification with follow-up confirmation in writing.

13. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator also will monitor these payments.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

16. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement.

18. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.

21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the AUSA Regional OCDETF Coordinators obligating authority. The OCDETF Executive Office will verify and accept that all the terms and conditions of the agreement have been met.

Approved By: Guadalupe "Lupe" Trevino — Sheriff — 4-9-09
Authorized State or Local Official — *Title* — *Date*

Approved By: Will R. Glaspy, ASAC — 4-13-09
Sponsoring Federal Agency Special Agent in Charge or Designee — *Date*

Approved By: — 4-20-09
Sponsoring Agency Regional OCDETF Coordinator — *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Coordinator — *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expenses / Strategic Initiative Programs specified above. **Subject to availability of funds.**

Accepted By: _____
OCDETF Executive Office — *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0662**

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	**Jorge E. Alvarez**	**Senior Deputy 1**	**07-09-1968**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation"

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name: **Hidalgo County Sheriff's Office**	
Address: **100 East Cano, 3rd Floor, Edinburg, Texas 78539**	
Taxpayer ID Number: **746000717**	
Contact Person Name: **Norma G. Garcia**	Telephone Number: **956-318-2506**

FINANCIAL INSTITUTION INFORMATION

Bank Name: **First National Bank**
Nine-Digit ABA Routing Transit Number: **114921415**
Depositor Account Number: **14009463**
Type of Account: (checking/savings) **Checking**

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: http://fmsapps.treas.gov/paid/PAIDfaq.asp

D 8101

U.S. Department of Justice

Office of the Deputy Attorney General

Associate Deputy Attorney General
Director for the Organized Crime Drug Enforcement Task Forces

Washington, D.C. 20530

September 16, 2008

MEMORANDUM

To: OCDETF AUSA Regional Coordinators
OCDETF Agency Coordinators
OCDETF Executive Assistants

From: Stuart G. Nash
Associate Deputy Attorney General
Director, OCDETF

Subject: Change to the OCDETF State and Local Overtime Rate for Law Enforcement Officers - **Effective October 1, 2008**

The Executive Office of OCDETF has updated the Federal rate for the State and Local Overtime Program. The State and Local law enforcement officers can earn up to 25% of a 2008 GS 12, Step 1 ($65,315) which is **$16,328.75** for the upcoming fiscal year 2009. The cap **will not** be modified during FY2009, even if other pay adjustments are provided to federal employees on or after January 1, 2009.

The Regional Coordination Group is responsible for monitoring and enforcing this cap including overtime amounts paid to State and Local Officers by other Federal sources if reported on their Overtime Logs.

Thank you in advance for your compliance. If you have any questions regarding the enclosed, please contact OCDETF Deputy Director, Tom Padden, or Budget Director, Peter Maxey, at 202-514-1860.

Attachments

cc: Washington Area Representatives

rosalinda

From: rey salazar [rey.salazar@co.hidalgo.tx.us]
Sent: Monday, April 20, 2009 8:41 AM
To: 'rosalinda'
Subject: FW: OCDETF Overtime (SW-TXS-0662)

FYI.....

Reynaldo Salazar
Senior Planning Analyst
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

From: Bryant, Jessie M [mailto:Jessie.M.Bryant@usdoj.gov]
Sent: Monday, April 20, 2009 8:12 AM
To: Emilia Uriegas
Cc: rey.salazar@co.hidalgo.tx.us; Maldonado, Rudy
Subject: RE: OCDETF Overtime (SW-TXS-0662)

The only amount that should be listed on the reimbursement is the actual overtime rate. We only calculate the rate times the hours.

-----Original Message-----
From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Thursday, April 16, 2009 11:53 AM
To: Bryant, Jessie M
Cc: rey.salazar@co.hidalgo.tx.us
Subject: OCDETF Overtime (SW-TXS-0662)

Ms. Bryant:

Ref: $7,000.00 Overtime Amount on OCDETF Investigation No. SW-TXS-0662

A concern brought to our attention by the Department of Budget and Management, Hidalgo County, is whether the above referenced amount would include the fringe benefits attributed to the overtime hours.

The request for this information is to avoid future auditing issues. All forms of compensation (including overtime) to employees of Hidalgo County incur fringe benefits (Health and Life Insurance, FICA, Retirement, Unemployment Compensation, and Workers' Compensation).

Please forward your response to me via email as I will be forwarding your response to the Department of Budget and Management. This will enable our office in placing this item on Commissioners' Court agenda for approval purposes.

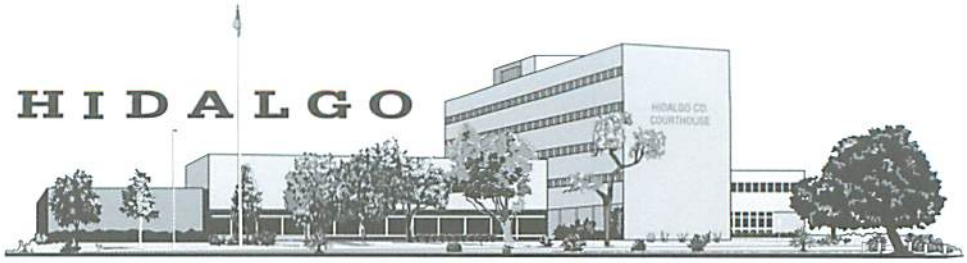
If you have any questions, do not hesitate to call me.

Thank you.

Emilia Uriegas
Auditor
Hidalgo County Sheriff's Office.

Phone: (956) 393-6028
Fax: (956) 393-6027
emilia.uriegas@hidalgoso.org

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

May 1, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$3,500.00	SW-TXS-0662 OCDETF Investigation/Strategic Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/1/09
Date

DATE: April 15, 2009
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: OCDETF SW-TXS-0662--Overtime
ACCOUNT NUMBER: 9-1284-421-00-280-061-9-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-061-9-131	Overtime	3,500.00

	TOTAL APPROPRIATIONS	**3,500.00**
9-1284-331-10-280-061-9-000	Organized Crime Drug Enforcement Task Force (OCDETF)	3,500.00
	TOTAL REVENUES	**3,500.00**

REASON: **To appropriate budget for overtime hours of the officer assigned to OCDETF investigations.**

Grant Period: 05/01/09 to 09/30/09

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget Account (Number 9-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-15273 **13.A.**

Naming of Roads for 911 Department

CC REGULAR

Date:	05/05/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	911 Department
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

1. Requesting approval to name a section of Mile 17 N., also known as CR 3354. The section from the curve going north is to be named: "Uncle Peters Road", as per request from 911 Department.

2. Requesting approval to name CR 1380 in north Mercedes, "Cavazos Lane", as per request from 911 Department.

3. Requesting approval to name two roads located to the south of Rancho Toluca Road in Relampago. The proposed names are: "Relampago Pvt. Drive East", and "Relampago Pvt. Drive West", as per request from 911 Department.

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	04/30/2009 11:32 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/30/2009 02:49 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Noe Montez — Started On: 04/30/2009 09:09 AM

Final Approval Date: 05/01/2009

AI-15285 **14.A.**

Declaration of Emergency- Swine Influenza A

CC REGULAR

Date:	05/05/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pursuant to state and local "Declaration of Emergency" approved on 05-05-09 due to Swine Influenza A that threatens or has significant potential to threaten the health, safety, and security of the citizens of Hidalgo County, requesting authorization to appropriate two hundred fifty thousand dollars ($250,000.00) from General Fund unreserved fund balance as per Texas Local Government Code Section 111.070.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-115-077-0-XXX

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

BUDGETARY IMPACT:

Appropriation of $250,000.00 related to the "Declaration of Emergency" declared by the State Govenor's office due to Swine Influenza A as well as the County "Declaration of Emergency" approved on 5-5-09. Funds available in the G/F unreserved fund balance as of 04-30-09.

Attachments

Link: Order

Link: Swine Influenza appropriation

Link: Swine Flu State Emergency Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 10:20 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/01/2009 02:35 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Veronica Lopez Started On: 04/30/2009 03:49 PM

Final Approval Date: 05/01/2009

ORDER AMENDING BUDGET
TO AUTHORIZE EMERGENCY EXPENDITURE

WHEREAS, the Governor of the State of Texas on the 29th day of April, 2009, Rick Perry, the Governor of the State of Texas declared a state of disaster based on the existence of confirmed cases of Swine Influenza A (swH1N1) in certain parts of Texas;

WHEREAS, Section 111.070 of the Local Government Code provides the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and

WHEREAS, Section 111.070 of the Local Government Code requires that if the Commissioners Court amends the original budget to meet an emergency, the Commissioners Court shall file a copy of this Order amending the budget with the County Clerk and the County Clerk shall attach the copy to the original budget.

NOW THEREFORE BE IT ORDERED that the original budget of Hidalgo County be amended by Two Hundred Fifty Thousand and no/100ths dollars ($250,000.00) for the purpose of acquiring and/or purchasing supplies including but not limited to disinfectants, personal protective equipment, medical supplies, pharmaceutical goods and medication ("Flu Supplies") required for the prevention, isolation and containment of Type A H1N1 influenza in Hidalgo County, Texas;

BE IT FURTHER ORDERED that all purchases of Flu Supplies must be authorized in writing by Eduardo Olivarez of the Hidalgo County Health Department;

BE IT FURTHER ORDERED that a copy of the ORDER be filed with the County Clerk of Hidalgo County and th County Clerk attach a copy of this Order to the original budget of Hidalgo County for this year.

PASSED, APPROVED and ORDERED the 5th day of May, 2009.

HIDALGO COUNTY

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

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

DATE: May 1, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Swine Influenza

ACCOUNT NUMBER: 9-1100-415-00-115-0XX-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-441-00-115-077-0- 604	Swine Influenza-	Medical & Lab Supplies	125,000.00
9-1100-441-00-115-077-0- 607	Swine Influenza-	Household & Janitorial Supplies	125,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**250,000.00**

REASON: To appropriate $250,000.00 due to State Declaration of Emergency by State Governor and County Declaration of Emergency approved on 5-5-09 to address swine flu emergency expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, RICK PERRY, Governor of Texas, do hereby certify that as a consequence of confirmed cases of Swine Influenza A (swH1N1) in certain parts of Texas, a public health emergency exists throughout the entire State of Texas involving Swine Influenza A that threatens or has significant potential to threaten the health, safety and security of the citizens of Texas.

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby declare a state of disaster based on the existence of such threat, and direct that all necessary measures both public and private as authorized under Section 418.017 of the code be implemented to meet that threat.

As provided in Section 418.016 of the code, all rules and regulations that may inhibit or prevent prompt response to this threat are suspended for the duration of the threat.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my Office in the City of Austin, Texas, this the 29th day of April, 2009.

Rick Perry

RICK PERRY
Governor

Attested by:

ESPERANZA "HOPE" ANDRADE
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:30 AM O'CLOCK
APR 29 2009

AI-15199 **14.B.1.**

Pct. No. 2 BCAP Interdepartmenal Transfer El Charro #2

CC REGULAR

Date:	05/05/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

Pct. #2 BCAP (1311):
Approval of 2009 interdepartmental transfer from Santana/Eldora, (program 253) to El Charro no. 2 (program 240), respectively in the amount of $12,062.54 to fund drainage improvement expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

9-1311-431-00-122-253-0-841-->9-1311-431-00-122-240-1-733 in the amount of $12,062.54

Available balance of $12,300.02 as of 04/30/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia	Rolando Garcia	05/01/2009 08:16 AM	APRV
2	Budget & Management	Veronica Lopez	05/01/2009 09:50 AM	APRV
3	Roland Garcia	Rolando Garcia	05/01/2009 02:00 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marcie Jackson Started On: 04/24/2009 04:12 PM

Final Approval Date: 05/01/2009

DATE: April 24, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-253-0-XXX

Contact: John Paul Lugo **Ph#:** 968-8733 Ext. 1015

AI-15199

SUBJECT: **Interdepartmental transfer(s)** (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following 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
9-1311-431-00-122-253-0-841	SANTANA SUBD/ELDORA RD-AID 2 GOVT AGENCY	$ (12,062.54)
9-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	$ 12,062.54
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from (841) SANTANA SUBD/ELDORA-AID TO GOVT AGENCY to (733) EL CHARRO #2-DRAINAGE DITCHES in the amount of $12,062.54 to fund future drainage ditches services needed in order to complete project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15289 **14.B.2.**

Interdepartmental transfer to fund salaries for temporary full time positions
CC REGULAR

Date:	05/05/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct. No. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Pct. #1 Sanitation (1100):
Approval of 2009 interdepartmental transfer in the total amount of $1,000.00 from Co Wide Contingency to Commissioner Pct. No. 1 to fund salaries for temporary position.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 04/30/2009. rc
9-1100-415-00-115-002-0-899-->9-1100-432-00-121-001-0-121 $1,000.00

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 07:51 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/01/2009 01:49 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Rosie Cantu Started On: 04/30/2009 04:36 PM

Final Approval Date: 05/01/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: April 30, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR COMM. PCT. NO. 1-SANITATION

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(1,000.00)
TO:		
9-1100-432-00-121-001-0-121	PCT1 SANITATION-TEMP F/T EMPLOYEES	1,000.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND EXPENDITURES FOR TEMPORARY FULL-TIME POSITIONS APPROVED BY COMMISSIONERS COURT ON 12-30-08 FOR 2009 BUDGET YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-15286 **14.B.3.**

Interdepartmental Transfer to fund overtime expenditures related to interlocal agreement between DD No. 1 and Const. Pct. No. 3

CC REGULAR

Date:	05/05/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Constable Pct. #3 (1100):
Approval of 2009 interdepartmental transfer in the total amount of $51,000.00 from Co Wide Contingency to Constable Precinct. #3 to fund overtime wages as per interlocal agreement with Drainage District No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 04/30/2009. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 07:50 AM	APRV
2	Perla Lopez	Perla Lopez	05/01/2009 09:40 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Rosie Cantu — Started On: 04/30/2009 04:00 PM

Final Approval Date: 05/01/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: April 30, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR CONST. PCT. NO. 3 (DRAINAGEN DISTRICT NO. 1 INTERLOCAL AGREEMENT)

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(51,000.00)
TO:		
9-1100-421-00-293-012-0-131	CONST PCT.3-DD#1-OVERTIME PAY	40,186.49
9-1100-421-00-293-012-0-211	CONST PCT.3-DD#1-HEALTH INSURANCE	2,881.26
9-1100-421-00-293-012-0-212	CONST PCT.3-DD#1-LIFE INSURANCE	17.33
9-1100-421-00-293-012-0-220	CONST PCT.3-DD#1-FICA	3,084.97
9-1100-421-00-293-012-0-230	CONST PCT.3-DD#1-RETIREMENT	3,655.62
9-1100-421-00-293-012-0-250	CONST PCT.3-DD#1-UNEMPLOYMENT COMP	202.65
9-1100-421-00-293-012-0-260	CONST PCT.3-DD#1-WORKERS COMP	971.68
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND EXPENDITURES FOR OVERTIME WAGES IN RELATION TO INTERLOCAL AGREEMENT FOR OVERTIME WAGES BETWEEN THE DD#1 AND CONSTABLE PCT. NO. 3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-15281 **14.B.4.**

Interdepartmental transfer to fund salaries for temporary full-time positions
CC REGULAR

Date:	05/05/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	District Clerk's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

District Clerk (1100):
Approval of 2009 interdepartmental transfer in the total amount of $3,000.00 from Co Wide Contingency to District Clerk's Office to fund salaries for temporary positions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 04/30/2009. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 07:49 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/01/2009 01:06 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Rosie Cantu — Started On: 04/30/2009 03:08 PM

Final Approval Date: 05/01/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: April 30, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR DISTRICT CLERK'S OFFI.

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(3,000.00)
TO:		
9-1100-412-00-090-001-0-121	DIST CLERK-TEMP F/T EMPLOYEES	3,000.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND EXPENDITURES FOR TEMPORARY FULL-TIME POSITIONS APPROVED BY COMMISSIONERS COURT ON 12-30-08 FOR 2009 BUDGET YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-15264 **14.B.5.**

Precinct No.2 Administrative Building and other offices
CC REGULAR

Date: 05/05/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2004 Series (1334):
1. Approval of 2009 interdepartmental transfer within the Certificate of Obligation Series 2004 for Precinct#2, from the New Administration Building (program 021) to the WIC/Health Human Services building (program 041) and to the Tax Office building (program 042) in the amounts of $1,000,000.00 and $256,888.76 (respectively) to fund building projects for the precinct.

Pct.#2 CO 2006 Series (1336):
1. Approval of 2009 interdepartmental transfer within the Certificate of Obligation Series 2006 for Precinct#2, from Buildings (program 30) to the JP and Constables building (program 043) in the amount of $2,000,000.00 to fund the building project for the precinct.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-4XX-XX-122-0XX-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1334-431-00-122-021-0-720-->9-1334-441-00-122-041-0-720 in the amount of $1,000,000.00
9-1334-431-00-122-021-0-720-->9-1334-415-15-122-042-0-720 in the amount of $ 256,888.76
Funding is availabe for transfer as of 04/30/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-4XX-00-122-0XX-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1336-431-00-122-030-0-720-->9-1336-412-00-122-043-0-720 in the amount of $1,400,000.00
9-1336-431-00-122-030-0-720-->9-1336-412-00-122-043-0-890 in the amount of $ 600,000.00
Funding is availabe for transfer as of 04/30/09.

Attachments

Link: Interdepartmental 1334
Link: Interdepartmental 1336

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	04/30/2009 01:20 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 01:38 PM	APRV
3	Dale Kennan	Dale Kennan	04/30/2009 02:18 PM	APRV
4	Roland Garcia (Originator)	Rolando Garcia	04/30/2009 02:55 PM	APRV

5	Dale Kennan	Dale Kennan	04/30/2009 03:34 PM	APRV
6	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Rolando Garcia Started On: 04/29/2009 04:56 PM

Final Approval Date: 05/01/2009

DATE: April 29, 2009

2009
Transfer

AI-15264

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management
Pct.2 CO Series 2004 (1334)

ACCOUNT NUMBER: 9-1334-4XX-XX-122-0XX-0-720

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1334-431-00-122-021-0-720	CO,2004-PCT2-NEW PCT2 ADM BLDG	$ (1,256,888.76)
9-1334-441-00-122-041-0-720	CO,2004-PCT2- WIC/HHS BLDG	$1,000,000.00
9-1334-415-15-122-042-0-720	CO,2004-PCT2- TAX OFFICE BLDG	$256,888.76
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER NEEDED TO PROPERLY ACCOUNT FOR EACH PRECINCT BUILDING PROJECT FOR CO'S SERIES 2004

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

DATE: April 29, 2009

2009
Transfer

AI-15264

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management
Pct.2 CO Series 2006 (1336)

ACCOUNT NUMBER: 9-1336-4XX-00-122-0XX-0-XX0

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1336-431-00-122-030-0-720	CO,2006-PCT2-BUILDINGS	$ (2,000,000.00)
9-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES BLDG	$1,400,000.00
9-1336-412-00-122-043-0-890	CO,2006-PCT2-JP/CONSTABLES -OTHER	$600,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER NEEDED TO PROPERLY ACCOUNT FOR EACH PRECINCT BUILDING PROJECT FOR CO'S SERIES 2006

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

/ /
DATE

ATTEST COUNTY CLERK

AI-15260 **14.B.6.**

Interdept transfer Pct. 1 R & B (1201) Pct. 1 P/U Rd (005) to Florida St (069) and Palm St (070)

CC REGULAR

Date:	05/05/2009		
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT		
Submitted For:	DBM for Health Dept		
Department:	BUDGET & MANAGEMENT		
Agenda Category:	Budget and Management	**Purchasing only:**	Interdepartmental Transfers

Information

CAPTION

Pct. #1 R & B (1201):
Approval of interdepartmental transfer from P/U Rd program no. 005 to Florida St program no. 069 in the amount of $35,000.00 and to Palm St program no. 070 in the amount of $27,000.00, respectively, to fund street project(s) expenditure(s) in relation to the City of Mercedes Interlocal Agreement.

BACKGROUND

As requested by Noe Montez, this transfer will facilitate funding in relation to the City of Mercedes Interlocal Agreement.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Available balance as of 4/30/09 $181,405.76

Attachments

Link: Pct. 1 Mercedes Interlocal transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/30/2009 03:32 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 03:55 PM	APRV
3	Perla Lopez	Perla Lopez	04/30/2009 04:34 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Ivan Cantu Started On: 04/29/2009 04:53 PM

Final Approval Date: 05/01/2009

DATE: April 30, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 R & B

ACCOUNT NUMBER: 9-1201-431-00-121-0XX-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			
9-1201-431-00-121-005-0- 673	Pct. 1 P/U Rd-	R&B R&M Supplies	(35,000.00)
9-1201-431-00-121-005-0- 673	Pct. 1 P/U Rd-	R&B R&M Supplies	(27,000.00)
TO			
9-1201-431-00-121-069-0- 841	Pct. 1-Intlcl-Mercedes-Florida St.-	Aid to Govt Agency	35,000.00
9-1201-431-00-121-070-0- 841	Pct. 1-Intlcl-Mercedes-Palm St.-	Aid to Govt Agency	27,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund Florida St & Palm St street improvement projects in relation to the interlocal agreement with the City of Mercedes.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-15282 **14.C.1**

2009 Appropriations of funds for Truck and Trailer

CC REGULAR

Date:	05/05/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #2 R&B Co. Wide (1200):
Approval of 2009 appropriation of funds for Pct. #2 County Wide Mechanic Shop in the amount of $281,232.00 for the purchase of a winch truck tractor and Lowboy trailer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-74X

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

BUDGETARY IMPACT:

Funding available for appropriation as of 5/1/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 07:49 AM	APRV
2	Dale Kennan	Dale Kennan	05/01/2009 10:18 AM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Rolando Garcia Started On: 04/30/2009 03:15 PM

Final Approval Date: 05/01/2009

1.

DATE: April 30, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct#2 - CO SHOP (1200)

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1200-431-00-122-004-0-741	CO SHOP-VEHICLES	$ 177,537.00
9-1200-431-00-122-004-0-742	CO SHOP - HEAVY EQUIPMENT	$ 103,695.00
	TOTAL BUDGET INCREASE (DECREASE)	**281,232.00**

REASON:
APPROPRIATION TO FUND PURCHASE OF A WINCH TRUCK TRACTOR AND LOWBOY TRAILER

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15292 **14.C.2.**

2009 Appropriation for Hurricane Dolly & Ike emergency salary related expenditures

CC REGULAR

Date:	05/05/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Hurricane Dolly & Ike
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Department of Budget & Management (1100):
Approval and authorization to appropriate $3,922.40 from the General Fund unreserved fund balance as per Texas Local Government Code section 111.070 and in accordance with the Declaration of Emergency approved by Commissioners Court on July 28, 2008 (item 14.A.7) to address emergency expenditures related to Hurricane "Dolly" and "Ike" incurred in 2008 and processed in 2009.

BACKGROUND

Appropriation of funds to cover emergency salary related expenditures for Hurricane Dolly & Ike incurred in 2008 and processed in 2009. These expenditures were incorrectly charged and are now being corrected.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds to cover emergency salary related expenditures for Hurricane Dolly & Ike incurred in 2008 and processed in 2009.

Funds available in G/F unreserved f/b as of 5-1-09.

Attachments

Link: Hurricane Dolly & Ike appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	05/01/2009 01:55 PM	APRV
2	Budget & Management	Veronica Lopez	05/01/2009 02:06 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/01/2009 02:29 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Ivan Cantu

Started On: 05/01/2009 10:42 AM

Final Approval Date: 05/01/2009

DATE: May 1, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Hurricane Dolly & Ike

ACCOUNT NUMBER: 9-1100-415-00-115-0XX-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2009
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-00-115-072-0-	131	Hurricane Dolly-	Overtime Pay	330.75
9-1100-415-00-115-072-0-	211	Hurricane Dolly-	Health Insurance	9.32
9-1100-415-00-115-072-0-	212	Hurricane Dolly-	Life Insurance	0.12
9-1100-415-00-115-072-0-	220	Hurricane Dolly-	FICA	25.17
9-1100-415-00-115-072-0-	230	Hurricane Dolly-	Retirement	29.82
9-1100-415-00-115-072-0-	250	Hurricane Dolly-	Unemployment Comp	1.65
9-1100-415-00-115-072-0-	260	Hurricane Dolly-	Workers Comp	6.58
9-1100-415-00-115-075-0-	131	Hurricane Ike-	Overtime Pay	2,884.88
9-1100-415-00-115-075-0-	211	Hurricane Ike-	Health Insurance	81.32
9-1100-415-00-115-075-0-	212	Hurricane Ike-	Life Insurance	1.06
9-1100-415-00-115-075-0-	220	Hurricane Ike-	FICA	219.65
9-1100-415-00-115-075-0-	230	Hurricane Ike-	Retirement	260.24
9-1100-415-00-115-075-0-	250	Hurricane Ike-	Unemployment Comp	14.43
9-1100-415-00-115-075-0-	260	Hurricane Ike-	Workers Comp	57.41
			TOTAL BUDGET INCREASE (DECREASE)	**3,922.40**

REASON: Appropriation of funds to address emergency salary related expenditures incurred in 2008 and processed in 2009 related to Hurricane Dolly & Ike.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15295 **14.D.1.**

Various Departments - Salary Related items

CC REGULAR

Date:	05/05/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Department of Budget & Managment/ DBM - Employee Benefits Division/County Treasurer:
A. Approval to reclassify the following positions, as reviewed and recommended as per Section 3.22 of the Civil Service Commission:

DEPT.	FUND	SLOT NO.	CURRENT TITLE	CURRENT SALARY	NEW TITLE	NEW SALARY
DBM-Employee Benefits	2202	0001	W/C Division Administrator	$60,060.00	Director Employee Benefits Division	$67,158.00
DBM-Employee Benefits	2202	0009	W/C Clerk III	$38,220.00	Worker's Comp. Specialist II	$42,884.00
Dept. Budget & Mgmt.	1100	0012	Supervisor, Clerical Section	$35,490.00	Commissioners' Court Agenda Coordinator	$39,707.00
County Treasurer	1100	0002	Office Manager	$54,600.00	Chief Deputy II	$63,599.00

B. Approval to create slot no. 0001 (Fund/ Dept: 2201-115-009), to cost allocate salary for Employee Benefits Director position.
C. Approval to delete Auto Allowance of $4,000.00 for slot no. 0001, Director Employee Benefits Division.
D. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Chief Deputy Backup

Link: Comm. Court Agenda Coord. Backup

Link: WC Clerk II

Link: WC Division Adm.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/01/2009 04:35 PM	APRV
2	Dina Trevino		05/01/2009 05:28 PM	PEND
Form Started By: Sylvia Solis			Started On: 05/01/2009 01:51 PM	

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: COUNTY TREASURER **REQUEST DATE:** 05/01/09

DEPARTMENT NUMBER: 150 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0002

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

OFFICE MANAGER	$54,600.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

CHIEF DEPUTY II	$63,599.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

CHIEF DEPUTY II	$63,599.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative	Date 5/4/2009
ABSTAIN mg County Treasurer Representative	Date
Budget & Management Representative	Date 5/04/09

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Treasurer's Office #150 **DATE:** 05/01/08

CURRENT POSITION TITLE: Office Manager **CURRENT SLOT. #:** 150-001-002

REQUESTED POSITION TITLE: Chief Deputy II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 54,600.00 (Current Budgeted Salary) $ 63,599.00 (Proposed Budgeted Salary) $ 8,999.00 (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

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☑
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This adjustment is necessary and essential to properly compensate this employee for duties and responsibilities of department in the absence of the County Treasurer.

NEW POSITION: Brief job description and attach a copy of the new job description.

Current job description attached

New job description attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

This employee has been performing the duties and responsibilities of second in command since 2000; the responsibilities of directing, supervising, implementing procedures, and decision making; as well as being an current Certified Investment Officer (CIO) and authorized to assist in the investment of several millions in County funds, in the absence of the County Treasurer.

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Under Classification Plan - Office Manager Grade 15 Step 1 (54,526.00) to Chief Deputy II Grade 17 Step 1 (63,599.00)

1.	DEPARTMENT HEAD	DATE 05/01/09	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 5/4/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 5/01/09	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
TREASURERS DEPARTMENT

Job Title:	Office Manager	FLSA Status:	Exempt
Dept No:	150-001	Service Status:	Exempt

SUMMARY:

To provide assistance to the County Treasurer regarding all operations and activities of the Hidalgo County Treasury and to perform a variety of administrative and clerical duties. Receive minimal degree of supervision from the County Treasurer and exercise supervision of staff during County Treasurer's absence.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Ensure proper signature of county checks to be disbursed. (i.e., Jury Script, Instant Cash, Payroll, Accounts Payable).
- Work closely with County Treasurer, Auditor's and finance personnel in investing county money.
- Maintain maturity dates on investments and process release when due.
- Issue payroll checks bi-weekly, ensuring proper distribution to all departments.
- Disburse all vendor checks after Commissioners' Court approval.
- Research files for checks lost or not received by vendors.
- Issue stop payments of checks.
- Maintain daily cash flow information and accountability.
- Prepare monthly Time Payment Reports to State Comptroller.
- Prepare quarterly State Court Costs and Arrest Fees Report to State Comptroller.
- Prepare quarterly Filing Fee for Legal Services for Indigent to State Comptroller.
- Prepare quarterly report to Commissioners' Court in detail monies invested.
- Answers questions and provide information to other departments, divisions, outside agencies and the general public, respond to and resolve routine and sensitive inquiries or complains, refer complex issues to appropriate staff.
- Perform a wide variety of administrative and clerical duties including typing, filing and telephone reception, prepare/maintain/update a variety of files, records and filing system, purge and archive obsolete files yearly.
- Assume responsibilities of County Treasurer in the incumbent's absence.
- Brief Treasurer of all situations.
- All other duties as assigned, i.e. routing interdepartmental messages or memos, retrieving mail from the County Judge's office, enforcing the safety code around the office, opening and locking the vault daily.
- Receive and receipt incoming monies from all sources on a daily basis as needed (backup only).
- Prepare warrants and deposit all monies received daily into proper accounts at county depository bank as needed.
- Regular attendance is a must.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE:

- Bachelor of Business Administration (BBA) in Accounting or Finance.
- Three years of increasingly responsible office training with some investment knowledge.
- Knowledge of PFIA (Public Funds Investment Act) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess proof of current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the county's insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of accounting principles, interest rates, and stock market.
- Work quickly and accurately with numbers and maintain neat, well organized records.
- Operate a 10-key calculator by touch.
- Communicate effectively both orally and in writing.
- Use word processing and spreadsheet computerized programs.
- Operate personal computer, calculators, cash register, facsimile and telephone.
- Establish and maintain effective working relationships with other county employees, county officials, banking and securities personnel, and the general public.
- Bilingual preferred.
- 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 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 encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

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;
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;
- Demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

- Working closely with others;
- Working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations;

HIDALGO COUNTY
TREASURERS DEPARTMENT

Job Title:	Chief Deputy II	FLSA Status:	Exempt
Dept No:	150-001	Civil Service Status:	Exempt

SUMMARY:

To provide assistance to the County Treasurer in the directing, controlling and managing of County and Drainage District #1 financial operations; plans, organizes and directs activities of the County Treasurer's Office accounting, receipting and payroll divisions; and performs other related work as required, receiving minimal degree of supervision from the County Treasurer; addresses issues/concerns and exercises supervision of staff during County Treasurer's absence.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Directs, controls and manages the County and Drainage District #1 financial operations based on County Treasurer regulations;
- Directs professional and technical staff engaged in accounting, receipting and payroll divisions;
- Provides advice to county departments and Treasurer's division on a variety of policy and procedural matters related to effective County government operation;
- Assists the County Treasurer in the preparation of monthly investment reports to Commissioners' Court for review and approval;
- Present County Treasurer issues/concerns to Commissioners' Court for approval in the absence of the County Treasurer;
- Prepares and monitors annual cash flow throughout the year;
- Prepares and monitors County Treasurer's Office annual salary and expenditure budget to ensure smooth operation;
- Responsible for the facilitation and coordination of multi-departmental financial and accounting issues/concerns to ensure a comprehensive approach in managing funds;
- Plans, coordinates, and organizes policies, procedures, applications, systems and projects;
- Evaluates complex accounting, receipting and payroll issues and implement solutions;
- Interpret and apply legislation that affect County accounting, receipting and payroll concepts;
- Establish and maintain effective working relationships with Elected Officials, Department Heads, and County employees;
- Establishes office standards and evaluates performance;
- Makes independent judgments on accounting, receipting and payroll issues;
- Assumes responsibilities of County Treasurer in the incumbent's absence;
- Briefs Treasurer of all situations.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE:

- Bachelor of Business Administration (BBA) in Accounting or Finance or;
- At least three years of increasingly responsible office training with extensive investment knowledge;
- Must have working knowledge of PFIA (Public Funds Investment Act);
- Must be familiar and have working knowledge of Investment Collateral Act.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess proof of current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the county's insurance carrier;

OTHER SKILLS AND ABILITIES:

- Knowledge of accounting principles, interest rates, and stock market;
- Work quickly and accurately with numbers and maintain neat, well organized records;
- Operate a 10-key calculator by touch;
- Must be able to communicate effectively both orally and in writing;
- Use word processing and spreadsheet computerized programs;
- Operate personal computer, calculators, cash register, facsimile and telephone;
- Establish and maintain effective working relationships with other county employees, county officials, banking and securities personnel, co-workers and the general public;
- Bilingual (English/Spanish) preferred;
- 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 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 encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

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;
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;
- Demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

- Working closely with others;
- Working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations;

(3)

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT **REQUEST DATE:** 05/01/09

DEPARTMENT NUMBER: 115 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0012

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

SUPERVISOR, CLERICAL SECTION	$35,490.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

COMMISSIONERS' COURT AGENDA COORDINATOR	$39,707.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

COMMISSIONERS' COURT AGENDA COORDINATOR	$39,707.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative — Date: 5/4/2009

Norma L. Garcia
County Treasurer Representative — Date: 05/04/09

ABSTAINS
Budget & Management Representative — Date: 5/04/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

3

DEPARTMENT NAME/NUMBER: DBM / 115-001 **DATE:** 05/01/09

CURRENT POSITION TITLE: Supervisor, Clerical Section **CURRENT SLOT. #:** 0012

REQUESTED POSITION TITLE: Commissioners Court Agenda Coordinator
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 35,490.00 (Current Budgeted Salary) $ 39,707.00 (Proposed Budgeted Salary) $ 4,217.00 (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 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position was assigned responsibility as Agenda Coordinator on February 2008. This function became permanent when the Agenda Coordinator was reassigned to the position of Commissioners Court Administrator and Assistant to the Executive Officer

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

Agenda Coordinator and Office Manager

Agenda Coordinator duties assigned to permit Commissioners Court Administrator to assist Executive Officer

New job description attached

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Under Classification Plan: From Grade 8 Step 4 (35,157) to Grade 10 Step 3 (39,707)

1. DEPARTMENT HEAD	DATE 5/01/09	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 5/4/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 5/01/09	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

NEW

HIDALGO COUNTY

Department of Budget and Management

JOB TITLE: Comm. Court Agenda Coordinator FLSA STATUS: Non - Exempt

DEPARTMENT: 115 – 001 CIVIL SERVICE STATUS: Non – Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Chief Administrator, Department of Budget and Management, this position is responsible for coordinating the preparation of the weekly Commissioner's Court Meeting Agenda. This position also receives technical supervision and direction from the Commissioner's Court Administrator and Agenda Manager. This position is also assigned responsibility as the Department Time and Attendance Administrator and general Office Manager.

EXAMPLES OF WORK PERFORMED:

1. Prepares the weekly Commissioner's Court Meeting Agenda and posts the Agenda as required by law.
2. Coordinates the review of Agenda Items with departments and with department managers and other analytical staff to insure items are complete with all necessary backup documents and data.
3. Review, verify, and process all invoices for the Department.
4. Make travel arrangements and prepare all travel request documents for department staff.
5. Compiles data and prepares monthly, annual, and special reports as required.
6. Manage the Purchase Order requisition process for the department and order supplies and equipment as required for office operations.
7. Performs as the Time and Attendance Administrator for the Department.
8. Maintains all appropriate personnel files, including change of status forms, copies of all personnel actions, including staff evaluations and conference notes.
9. Maintains a log and a file of all policy or procedure documents distributed (faxed or mailed) to County Departments.
10. Prepare SAGE expenditure and other reports for the department and review or inquire as needed to determine appropriate balances for fund accounts.
11. Performs other related and appropriate duties as assigned.

MINIMUM QUALIFICATIONS:

An Associates Degree in business, management, or other related field from an accredited College or University, and four (4) years of clerical, technical, and supervisory experience in a government agency. Other combinations of experience and education that meet the minimum requirements may apply as determined by the Department.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of the principles and practices of office management and the equipment used;
- Knowledge of business English, spelling, and arithmetic;
- Knowledge of personnel management and supervision;
- Ability to perform a broad range of supervisory responsibilities over others;
- Ability to communicate effectively orally or in writing;
- Ability to observe, compare, or monitor data and employees' behavior to determine compliance with prescribed policies and procedures;
- Skill in the use of required computer software and other County computer systems.

CERTIFICATES, LICENSES, AND REGISTRATIONS:

Must have a current valid Texas Motor Vehicle Operator's license.
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER DUTIES AND ASSIGNMENTS:

May be assigned other duties in addition to those listed. Duties may change according to the changing needs of the Department of Budget and Management and /or 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, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical 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;
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;

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 safety policies and procedures;

HIDALGO COUNTY

OLD

Department of Budget and Management

JOB TITLE: Supervisor, Clerical Section FLSA STATUS: Non - Exempt

DEPARTMENT: 115 – 001 CIVIL SERVICE STATUS: Non – Exempt

GENERAL JOB DESCRIPTION:

Supervise and coordinate the work of a group of employees providing clerical support for the Department and prepare the weekly Commissioner's Court Agenda in coordination with the Commissioner's Court Administrator. The incumbent has primary responsibility for employee selection, training, evaluation, and disciplinary actions. Duties involve frequent evaluation of the overall clerical requirements of the Department. Duties also include the assignment of work among the clerical staff to meet the workload demand and the clerical support required by the various sections in the Department. The Clerical Supervisor coordinates with the Section Managers to obtain feedback for clerical evaluations. The Clerical Supervisor coordinates with appropriate staff within the department and with other departments in the preparation of the weekly agenda.

EXAMPLES OF WORK PERFORMED:

- Supervises clerical employees engaged in a variety of clerical tasks for the Department;
- Establishes workload priorities for the clerical staff based on such factors as the need for immediate action, work objectives, work schedules, and knowledge of future needs;
- Investigates and resolves problems, complaints, and disputes in accordance with established divisional or departmental policies and procedures;
- Compiles data and prepares monthly, annual, and special reports as required;
- Works with the Section Managers to address workload issues, priorities, and the distribution of work as it relates to major projects such as the annual county budget;
- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and works cooperatively and jointly to provide quality seamless customer service;
- Performs as the Time and Attendance Administrator for the Budget Division;
- Maintains all appropriate personnel files, including copies of Department staff evaluations and conference notes;
- Maintains a log and a file of all policy or procedure documents faxed or mailed to County Departments.

MINIMUM QUALIFICATIONS:

An Associates Degree from an accredited College or University and two (2) years of clerical experience, including some supervisory experience. Other combinations of experience and education that meet the minimum requirements may be substituted.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of the principles and practices of office management and the equipment used;
- Knowledge of business English, spelling, and arithmetic;
- Knowledge of personnel management and supervision;
- Ability to perform a broad range of supervisory responsibilities over others;
- Ability to communicate effectively orally or in writing;
- Ability to observe, compare, or monitor data and employees' behavior to determine compliance with prescribed policies and procedures;
- Skill in the use of required computer software and other County computer systems.

CERTIFICATES, LICENSES, AND REGISTRATIONS:

Must have a current valid Texas Motor Vehicle Operator's license.
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER DUTIES AND ASSIGNMENTS:

May be assigned other duties in addition to those listed. Duties may change according to the changing needs of the Department of Budget and Management and /or 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, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical 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;
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;

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 safety policies and procedures;

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: DBM – EMPLOYEE BENEFITS **REQUEST DATE:** 05/01/09

DEPARTMENT NUMBER: 115 **PROGRAM NUMBER:** 065

CURRENT SLOT #: 0009

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

W/C CLERK III	$38,220.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

WORKERS' COMPENSATION SPECIALIST II	$42,884.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

WORKERS' COMPENSATION SPECIALIST II	$42,884.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative	5/4/2009 Date
Norma G. Garcia County Treasurer Representative	05/04/09 Date
ABSTAINS Budget & Management Representative	5/04/2009 Date

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Budget &Management **DATE:** 05/01/09

CURRENT POSITION TITLE: Worker's Comp. Clerk III **CURRENT SLOT. #:** 009

REQUESTED POSITION TITLE: Worker's Comp Specialist II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 38,220.00 (Current Budgeted Salary) $ 42,884.00 (Proposed Budgeted Salary) $ 4,664.00 (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

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position was assigned lead responsibility for the Worker's Comp Program and the unemployment claims function under the Employee Benefits

Division

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

This position was assigned duties previously performed by the Worker's Comp Coordinator

New job description attached.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Under Classification Plan: From Grade 9 Step 4 (37,969) to Grade 11 Step 3 (42,884)

1. DEPARTMENT HEAD	DATE 5/01/09				
2. HUMAN RESOURCES DIRECTOR	DATE 5/4/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 5/01/09	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4. COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY

Department of Budget and Management

Job Title: Workers' Comp. Specialist II FLSA STATUS: Non - Exempt

Dept No: 115 - 001 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Director, Employee Benefits Division, the Worker's Comp. Specialist II position is responsible for coordinating workers' compensation filing and reporting process for all County offices and departments; receives and reviews employees' incident reports; contacts physicians and health care providers; and maintains employee workers' compensation files. This position is also responsible for the processing and administration of other related programs such as FMLA, COBRA, and Unemployment Claims.

EXAMPLES OF WORK PERFORMED:

1. Coordinates workers' compensation filing and reporting process with all County offices and departments.
2. Answers questions and responds to inquiries regarding Employee Benefits programs including distribution of program information relating to Workers' Compensation, Family Medical Leave Act (FMLA), COBRA insurance and light duty procedures.
3. Receives and reviews incident reports on employees' injuries and determines return to work availability.
4. Prepares workers' compensation documentation required by Texas Workers' Compensation Commission and ensures timely submission of all documents and materials.
5. Coordinates with management staff of County offices and departments to assign eligible employees to light duty work within their medical restrictions.
6. Coordinate claims with departments and with TPA Claims Adjuster on medical claims, loss time claims, and other related Worker's Comp. procedures.
7. Establishes and maintains files on County employees who have been placed on worker' compensation or FMLA.
8. Prepares and maintains summary reports and statistical information related to injured employees.
9. Processes Unemployment claims and coordinates with departments to insure all appropriate documents are available to properly contest claims by terminated employees.
10. Maintain confidentiality of information discussed and/or documented within the Workers' Compensation Division.
11. Performs other appropriate duties as assigned.

MINIMUM QUALIFICATIONS:

An Associates Degree in business, management, or other related field from an accredited College or University, and four (4) years of clerical, technical, and supervisory experience in a government agency. Other combinations of experience and education that meet the minimum requirements may apply as determined by the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of the principles and practices of office management and the equipment used.
2. Knowledge of personnel management and supervision.
3. Knowledge of Texas Worker's Compensation Program rules and regulation.
4. Knowledge of Texas Unemployment Program rules and regulations.
5. Knowledge of federal FMLA rules and regulations.
6. Ability to communicate effectively orally and in writing.
7. Skill in analyzing Unemployment claims and in coordinating required procedures with County Departments.
8. Ability to meet deadlines and to adhere to timeframes as required by program rules and regulations.

CERTIFICATES, LICENSES, REGISTRATIONS:

1. Employee must have a current valid Texas Motor Vehicle Operator's License.
2. Must be able to be insured by the County's insurance carrier.
3. Must have automobile liability insurance.

OTHER DUTIES AND ASSIGNMENTS:

Employee may be assigned other duties in addition to those listed. Duties may change according to the changing needs of the Department of Budget and Management and / or 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 twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;
The noise level in the work environment is usually moderate;

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;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

1. working closely with others;
2. working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

1. making observations;
2. reading and writing;
3. operating assigned equipment;
4. communicating with others;

ACCIDENT PREVENTION PROGRAM:

The employee is required to follow all County safety program rules and regulations/policies.

HIDALGO COUNTY
RISK MANAGEMENT DEPARTMENT

Job Title:	Workers Compensation Clerk II	FLSA Status:	Non-Exempt
Department:	Risk Management – 230	Civil Service Status:	Non-Exempt
Salary Range:	$22,000 to $25,000	EEOC Category:	_____
		W/Comp Code:	_____

JOB SUMMARY:

Under the general direction of Workers Compensation Coordinator, carries out the department objective of claims management, loss control, cost management and information services for the workers compensation policy of Hidalgo County.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Meet constant strict timetables with high degree of accuracy
- Multi-task with efficiency, while accurately managing large amount of detail
- Maintain confidentiality of information passing through department
- Make qualitative and effective decisions regarding dispensation of forms and information
- Support Workers Compensation Coordinator with accurate and pertinent information
- Set up and maintain workers compensation files in a neat and orderly fashion
- Coordinate between departments and various medical providers, and ability to recognize and respond to issues that affect timeliness of claims management
- Remain current regarding federal, state and industrial standards, guidelines and regulations affecting the workers compensation policy
- Coordinate with safety officer(s) for accident prevention by monitoring and reporting trends in safety issues
- Prioritize accident investigation with safety officer(s)
- Prepare material for Loss Control Meeting (Master Safety Meeting); attends all meetings, prepares minutes of meeting
- Supervise return-to-work program, including bona fide offers of employment and return to full-duty status
- Prepare TWCC forms as required
- Train other departments on preparation of required TWCC and Hidalgo County forms
- Regular attendance, with adherence to Civil Service Regulations
- Other duties as assigned from time to time

EDUCATION AND EXPERIENCE:

- High School Graduate or GED required
- College hours in business management or related field preferred
- Minimum of 3 years' experience workers compensation claims management experience with medium to complex workers compensation claims
- Experience with team concept, including TPA adjusters, case managers and investigators
- Strong knowledge of MicroSoft Word, Excel and Access
- Bilingual, English/Spanish

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must have a valid Texas driver's license with no moving violations within the last 36 months; must be able to be insured by County vehicular insurance carrier

OTHER SKILLS AND ABILITIES:

- Highly developed cognitive and verbal skills
- Highly developed negotiation skills

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 employees is required to talk and hear in a usually moderate work environment; stand, walk, and 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 twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee might encounter while performing the essential functions of this job.

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 and operating assigned equipment.

Maintain mental capacity that permits making sound decisions and using good judgment, maintaining confidentiality, and demonstrating intellectual capabilities.

Effective handle a work environment and conditions which involve working closely with other and working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for making observations, reading and writing, operating assigned equipment and communicating effective with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all departmental safety regulations.

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: DBM – EMPLOYEE BENEFITS **REQUEST DATE:** 05/01/09

DEPARTMENT NUMBER: 115 **PROGRAM NUMBER:** 065

CURRENT SLOT #: 0001

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

W/C DIVISION ADMINISTRATOR	$60,060.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

DIRECTOR EMPLOYEE BENEFITS DIVISION	$67,158.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

DIRECTOR EMPLOYEE BENEFITS DIVISION	$67,158.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative	5/4/2009 Date
Norma G. Garcia County Treasurer Representative	05/04/09 Date
ABSTAINS Budget & Management Representative	5/04/2009 Date

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DBM / Employee Benefits Division **DATE:** 05/01/09

CURRENT POSITION TITLE: Worker's Comp Division Administrator **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: Director, Employee Benefits Division
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 60,060.00 (Current Budgeted Salary) $ 67,158.00 (Proposed Budgeted Salary) $ 7,098.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Will also delete auto allowance of $4,000.00

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

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☑
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position was assigned supervisory responsibility for the Health Insurance Coordinator in November 2007. In June 2008 the position assumed full responsibility for the Health Insurance - Self Insured Program

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

Change from responsibility of Worker's Comp Program to responsibility for all health related insurance programs including FMLA, COBRA, Worker's Comp and health insurance. Additional responsibilities were assigned when all health related programs were organized under the Employee Benefits Division. New job description attached.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Under Classification Plan: From Grade 16 Step 4 (65,071) to Grade 18 Step 1 (68,687)

1. DEPARTMENT HEAD	DATE 5/04/09	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO	
2. HUMAN RESOURCES DIRECTOR	DATE 5/4/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 5/01/09	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4. COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY

DEPARTMENT OF BUDGET AND MANAGEMENT NEW

JOB TITLE: Director, Employee Benefits Division FLSA STATUS: Exempt

DEPARTMENT: 115 - 001 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Chief Administrator, Department of Budget and Management, this position directs and manages all aspects of the County's Worker's Compensation – Self Insured Program and the County's Health Insurance – Self Insured Program. The Director manages all contracts with Third Party Administrators and other insurance providers. The Director also administers FMLA, COBRA, Unemployment Compensation, and the County's Absence Control Policies and Procedures. The Director is responsible for developing and maintaining an Employee Benefits Handbook.

EXAMPLES OF WORK PERFORMED:

1. Coordinates the development and completion of required actuarial reports for the self insured programs;
2. Manages the efficient annual and ongoing enrollment of employees to the various insurance programs;
3. Manages the accurate reconciliation of insurance enrollment between the insurance administrators/providers and county payroll and other records;
4. Insures that all insurance billings and premium collections are completed in a timely and accurate manner;
5. Maintains a proactive workers' compensation program to insure accurate and appropriate claims administration and to prevent fraud, waste and abuse of the program;
6. Administer the County's Absence Control Policy, the Family Medical Leave Act, and COBRA requirements;
7. Administer the processing of unemployment claims in a manner that will minimize County liability;
8. Comply with HIPPA and Open Records Rules as appropriate;
9. Insure that assigned staff are properly trained and that appropriate performance plans are developed and maintained;
10. Performs other duties as assigned

MINIMUM QUALIFICATIONS:

In addition to the educational requirement listed below, this position requires at least four years of full-time experience in the administration of health and workers' compensation insurance administration, budget preparation, financial management, governmental management, statistical analysis, or other responsible analytical or professional work that provided a knowledge of health insurance policies and procedures, worker compensation requirements, actuarial analysis, and related state and federal requirements.

A bachelor's degree from an accredited college or university in accounting, business administration, public administration or related field is required. Two years of the required work experience may be substituted for each year of the required education with a maximum substitution of two years.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of Health and Workers' Compensation insurance administration;
Knowledge of the principles of organization and management;
Knowledge of state and federal requirements related to COBRA, FMLA and Unemployment Compensation;
Ability to analyze insurance management information:
Ability to develop and implement insurance and related policies and procedures;
Ability to analyze problems and develop and present alternative solutions;
Ability to plan work of staff compiling insurance and other program data;
Ability to communicate orally and in writing;
Ability to maintain effective working relationships with others;
Skill in the use of computer software to analyze data;

CERTIFICATES, LICENSES, AND REGISTRATIONS

Must have a current valid Texas Motor Vehicle Operator's license
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER SKILLS AND ABILITIES

May be assigned other duties in addition to those listed; duties may change according to the changing needs of the Department of Budget and Management and/or 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, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or

objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

MENTAL REQUIREMENTS

Maintain mental capacity appropriate to the performance of assigned duties and responsibilities which may include the following:

- Making sound decisions and using good judgment
- Handling budgetary and financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

OTHER REQUIREMENTS

Effectively handle a work requirement and conditions which involve the following"

- 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 County and department safety policies and procedures

HIDALGO COUNTY

DEPARTMENT OF BUDGET AND MANAGEMENT

OLD

JOB TITLE: Workers' Comp. Division Administrator FLSA STATUS: Exempt

DEPARTMENT: 115 -001 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the general direction of the Chief Administrator, Department of Budget and Management, the Workers' Compensation Division Administrator manages and oversees all aspects, including but not limited to, the financial and programmatic operations of the Hidalgo County Self-Insured Workers' Compensation Program, including preparation of agenda items, and processing of financial documents. Administrator will oversee the Divisions' objective of claims management, loss control, cost management and information services for the workers' compensation program of Hidalgo County.

MINIMUM QUALIFICATIONS:

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

EDUCATION AND EXPERIENCE:

1. High School Graduate or GED
2. Some college and/or training preferred
3. Minimum of 5 years workers' compensation claims management experience with medium to complex workers' compensation claims
4. Successful and proven experience in managing workers' compensation claims with a high case load
5. Experience with state or local government with at least 2 years experience in agenda item preparation, project management, and coordination with management of other agencies
6. Knowledge of MicroSoft Word, Excel, and PDF Files.
7. Modern office procedures, methods and computer equipment
8. Experience with team concept, including TPA adjusters, case managers, private investigators, and medical providers.
9. Extensive knowledge of current Texas Department of Insurance-Division of Workers Statutes and Rules
10. Must have a valid Texas Driver's License and must be able to be insured by County Insurance Carrier.

MANDATORY REQUIREMNTS:

1. English/Spanish usage, spelling and grammar.
2. Ability to multi-task with efficiency while accurately managing large amount of data.
3. Prompt and regular attendance, with adherence to Civil Service Regulations
4. In-depth knowledge of current Texas Workers' Compensation statutes and rules.
5. Good organizational and planning skills.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Implements and/or maintains reactive workers' compensation claims administration through procedures and practices.
2. Oversees Workers' Compensation staff duties and responsibilities.
3. Trains and evaluates office staff.
4. Prepares incurred loss reports as needed.
5. Serves as project leader, facilitator or staff representative on a variety of special project related to the County of Hidalgo's Self Insured Workers' Compensation Program.
6. Assists in coordinating requests for proposals for related workers' compensation coverage and other contracts related to the workers' compensation program.
7. Coordinates research to identify, evaluate and implement innovative approaches for cost effective workers' compensation policies and procedures.
8. Ability to work effectively with elected officials, county departments, and other county government entities.
9. Coordinate with Division Supervisor to ensure that information requested by TPA Adjuster be processed and reported timely.
10. Review claims weekly or as needed with TPA Claims Adjuster and Division Supervisor including the follow up of loss time claims.
11. Works directly with Division Supervisor, TPA Claims Adjuster and medical provider to return injured workers to work as soon as medically possible.
12. Oversees the County's Absence Control Policy and Family Medical Leave Act.
13. Assist with the designation of Family Medical Leave Act for eligible employees.
14. Review all safety reports with Division Supervisor before processing to TPA.
15. Attend Benefit Review Conferences (BRC) and Contested Case Hearing (CCH) if required.
16. Comply with HIPAA and Open Records Rules.
17. Maintain confidentiality of information discussed and/or documented within the Workers' Compensation Division.
18. Attend appropriate training in order to maintain current educational level of The Texas Department of Insurance/Workers' Compensation Division Statutes and Rules.
19. Prepares department operating budget based on organization's performance, and actual and historical expenditure data.
20. Reviews TPA's requests for reimbursement and prepares agenda item for approval.
21. Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

SUPERVISORY RESPONSIBILITIES:

Directly supervises employees in the Workers' Compensation Program. Administrator will carry out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include, but are not limited to, interviewing, hiring and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complains and resolving problems.

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; walk; sit; use hands to fingers, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel. The employee may occasionally lift or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality
- 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
- Communicating with others

ACCIDENT PREVENTION PROGRAM:

All employees are required to follow county safety regulations.

AI-15303 **14.D.2.**

Allocation of Supplemental pay - Drainage Improvement Project

CC REGULAR

Date:	05/05/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Planning Department
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Planning Dept. (1100):
A. Approval to allocate supplemental pay for one Drafting Technician I position, slot no. 008 (employee no. 156647) in the amount of $6,000.00 per year, for the duration of the Drainage Improvement Project.
B. Approval of intradepartmental transfer to fund supplemental pay.
C. Approval of revised salary schedule.

BACKGROUND

Funding will be provided from Pct. 2 R&B.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-0-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding provided from Pct. 2 R&B funds; pending intradepartmental transfer from object code 113 to object code 117.

Attachments

Link: transfer
Link: MEMO
Link: PAR
Link: salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/01/2009 04:44 PM	APRV
2	Budget & Management		05/01/2009 05:28 PM	NEW

Form Started By: Sylvia Solis Started On: 05/01/2009 03:51 PM

Final Approval Date: 05/01/2009

DATE: May 1, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Paved/Unpaved RD

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX

Contact Person: Sylvia V. Solis Ph#: (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	117	SUPPLEMENTAL PAY	6,000.00
			TOTAL	6,000.00

REASON:
Intradepartmental Transfer to fund supplemental pay expenditures for employee under the Planning Dept for additional duties assigned.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PLANNING DEPT. **DATE:** ~~03/23/09~~ 5/1/09

CURRENT POSITION TITLE: ENGINEERING TECHNICIAN I **CURRENT SLOT. #:** 210-001-0008

REQUESTED POSITION TITLE: SAME
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SUPPLEMENTAL PAY-ALLOW

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 6,000.00 (Proposed Budgeted Salary) $ 6,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other FUNDING SOURCE: Pct 2 Pave/unpaved Rd funds

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

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE ADJUSTMENT IS ESSENTIAL TO THE WORK BEING PERFORMED AS A RESULT OF THE INCREASED DESIGN RESPONSIBILITY THAT STEMS FROM THE DRAINAGE IMPROVEMENT PROJECTS BEING PREPARED IN HOUSE FOR PCT #2 & #4. THIS PROPOSED ADJUSTMENT WILL ALLOW US TO CONTINUE WITH OUR WORK AT THE PLANNING DEPARTMENT WHILE PROVIDING ENGINEERING DESIGN SERVICES FOR THE PRECINCT'S DRAINAGE PROJECTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

SUPPLEMENTAL PAY ALLOWANCE EFFECTIVE ONLY THROUGH DURATION OF TEMPORARY ASSIGNMENT FOR THE DRAINAGE IMPROVEMENT PROJECT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	04/14/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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

PLANNING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: **Raul Siguero, Budget**

From: **Raul E. Sesin, PE, CFM, Planning Administrator**

Date: **April 17, 2009**

Via: **E-mail**

Re: **Personnel Adjustment Request Form**

Attached please find Personnel Adjustment Form for Engineering Technician I, Slot # 210-001-0008. This proposed adjustment will allow us to continue with our work at the Planning Department while providing Engineering design services for the Precinct's Drainage Projects.

Thank you for your assistance. Please contact me on 956-566-1974 if you require any additional information.

*** * * END OF MEMORANDUM * * ***

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0
Pct. 2 Paved/ Unpaved RD

AI-15303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY						2009 ACTUAL TOTAL COMPENSATION
0001	113	CHIEF ADMINISTRATOR	66,035.00	0.00	66,035.00	0.05	3,301.75	0.00	69,336.75	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00
0002	113	FIELD OPER DIR	63,960.00	0.00	63,960.00	0.05	3,198.00	0.00	67,158.00	67,158.00	540.00	0.00	0.00	0.00	0.00	67,698.00
0003	113	RESEARCH AND DEVELOPMENT DIRECT	46,704.00	0.00	46,704.00	0.05	2,335.20	0.00	49,039.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	43,414.00	0.00	43,414.00	0.05	2,170.70	0.00	45,584.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	41,600.00	0.00	41,600.00	0.05	2,080.00	0.00	43,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	40,676.00	0.00	40,676.00	0.05	2,033.80	0.00	42,709.80	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
0007	113	ACCOUNTANT	39,520.00	0.00	39,520.00	0.05	1,976.00	0.00	41,496.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	49,400.00	0.00	49,400.00	0.05	2,470.00	0.00	51,870.00	51,870.00	0.00	0.00	0.00	0.00	0.00	51,870.00
0009	113	ASST FIELD/OP DIR	37,693.00	0.00	37,693.00	0.05	1,884.65	0.00	39,577.65	38,824.00	1,320.00	0.00	0.00	0.00	0.00	40,144.00
0010	113	HEAVY EQUIPMENT OPERATOR III	33,855.00	0.00	33,855.00	0.05	1,693.00	0.00	35,548.00	35,548.00	660.00	0.00	0.00	0.00	0.00	36,208.00
0011	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	26,208.00	0.00	0.00	0.00	0.00	0.00	26,208.00
0012	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0013	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	32,428.00	1,080.00	0.00	0.00	0.00	0.00	33,508.00
0014	113	MECHANIC III	33,089.00	0.00	33,089.00	0.05	1,654.45	0.00	34,743.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	OFFICE COORDINATOR	30,258.00	0.00	30,258.00	0.05	1,512.90	0.00	31,770.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	28,384.00	0.00	28,384.00	0.05	1,419.20	580.80	30,384.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0017	113	MECHANIC II	28,195.00	0.00	28,195.00	0.05	1,409.75	590.25	30,195.00	30,195.00	660.00	0.00	0.00	0.00	0.00	30,855.00
0018	113	ADMINISTRATIVE ASISTANT II	38,000.00	0.00	38,000.00	0.05	1,900.00	0.00	39,900.00	36,750.00	960.00	0.00	0.00	0.00	0.00	37,710.00
0019	113	SHOP FOREMAN	36,000.00	0.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	300.00	0.00	0.00	0.00	0.00	38,100.00
0020	113	CLERK/RECEPTIONIST	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	OFFICE CLERK	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0022	113	TRCK DRVER III	26,813.00	0.00	26,813.00	0.05	1,340.65	659.35	28,813.00	28,813.00	720.00	0.00	0.00	0.00	0.00	29,533.00
0023	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	23,300.00	0.00	0.00	0.00	0.00	0.00	23,300.00
0024	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	22,200.00	0.00	0.00	0.00	0.00	0.00	22,200.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0
Pct. 2 Paved/ Unpaved RD

AI-15303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY						2009 ACTUAL TOTAL COMPENSATION
0025	113	HEAVY EQUIPMENT OPERATOR II	26,356.00	0.00	26,356.00	0.05	1,318.00	682.00	28,356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0026	113	TRCK DRIVER I	25,572.00	0.00	25,572.00	0.05	1,278.60	721.40	27,572.00	25,647.00	1,020.00	0.00	0.00	0.00	0.00	26,667.00
0027	113	TRCK DRIVER II	25,136.00	0.00	25,136.00	0.05	1,256.80	743.20	27,136.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0028	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	27,016.00	960.00	0.00	0.00	0.00	0.00	27,976.00
0029	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	25,748.00	480.00	0.00	0.00	0.00	0.00	26,228.00
0030	113	TRF SA/SPC III	24,991.00	0.00	24,991.00	0.05	1,249.55	750.45	26,991.00	25,647.00	420.00	0.00	0.00	0.00	0.00	26,067.00
0031	113	HEAVY EQUIPMENT OPERATOR II	24,828.00	0.00	24,828.00	0.05	1,241.40	758.60	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0032	113	TRCK DRIVER II	24,790.00	0.00	24,790.00	0.05	1,239.50	760.50	26,790.00	26,790.00	1,200.00	0.00	0.00	0.00	0.00	27,990.00
0033	113	MAINTENANCE I	24,265.00	0.00	24,265.00	0.05	1,213.00	787.00	26,265.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0034	113	TRUCK DRIVER II	24,059.00	0.00	24,059.00	0.05	1,203.00	797.00	26,059.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0035	113	MAINTENANCE II	23,204.00	0.00	23,204.00	0.05	1,160.20	839.80	25,204.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0036	113	MAINTENANCE II	22,840.00	0.00	22,840.00	0.05	1,142.00	858.00	24,840.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0037	113	TRF SA/SPC I	22,355.00	0.00	22,355.00	0.05	1,117.75	882.25	24,355.00	22,905.00	0.00	0.00	0.00	0.00	0.00	22,906.00
0038	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	23,753.00	540.00	0.00	0.00	0.00	0.00	24,293.00
0039	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0040	113	MAINTENANCE I	21,338.00	0.00	21,338.00	0.05	1,067.00	933.00	23,338.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0041	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,215.00	0.00	0.00	0.00	0.00	0.00	22,215.00
0042	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0043	113	MAINTENANCE I	20,703.00	0.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0044	113	TRAF SA/SP I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	20,689.00	0.00	0.00	0.00	0.00	0.00	20,689.00
0045	113	TRAF SA/SP I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	19,660.00	0.00	0.00	0.00	0.00	0.00	19,660.00
0055	114	OFFICE CLERK	9,734.00	0.00	9,734.00	0.05	486.70	0.00	10,220.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	21,760.00	0.00	0.00	0.00	0.00	0.00	21,760.00
T057	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0
Pct. 2 Paved/ Unpaved RD

AI-15303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY						2009 ACTUAL TOTAL COMPENSATION
T058	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T060	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	MECHANIC II	26,500.00	0.00	26,500.00	0.05	1,325.00	675.00	28,500.00	26,545.00	0.00	0.00	0.00	0.00	0.00	26,545.00
0062	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0063	113	HEAVY EQUIPMENT OPERATOR II	0.00	24,828.00	24,828.00	0.05	1,241.00	759.00	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0064	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0065	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0066	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0067	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0068	113	MECHANIC I	0.00	26,500.00	26,500.00	0.05	1,325.00	675.00	28,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0069	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0070	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0073	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0075	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0076	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0077	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-0078	113	DRAFTING TECHNICIAN I											6,000.00			6,000.00
			1,513,258.00	407,736.00	1,920,994.00		92,098.20	34,153.80	2,047,246.00	1,045,050.00	13,320.00	0.00	6,000.00	0.00	0.00	1,070,370.00

Approval to allocate supplemental pay for one Drafting Technician I position, under Planning Dept, slot no. 008 (employee no. 156647), in the amount of $6,000.00 per year, for the duration of the Drainage Improvement Project. Pending CC approval.

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

PLANNING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: **Raul Siguero, Budget**

From: **Raul E. Sesin, PE, CFM, Planning Administrator**

Date: **April 17, 2009**

Via: **E-mail**

Re: **Personnel Adjustment Request Form**

Attached please find Personnel Adjustment Form for Engineering Technician I, Slot # 210-001-0008. This proposed adjustment will allow us to continue with our work at the Planning Department while providing Engineering design services for the Precinct's Drainage Projects.

Thank you for your assistance. Please contact me on 956-566-1974 if you require any additional information.

*** * * END OF MEMORANDUM * * ***

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PLANNING DEPT.

DATE: ~~03/23/09~~ 5/1/09 SVS

CURRENT POSITION TITLE: ENGINEERING TECHNICIAN I

CURRENT SLOT. #: 210-001-0008

REQUESTED POSITION TITLE: SAME
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SUPPLEMENTAL PAY-ALLOW

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 6,000.00 (Proposed Budgeted Salary) $ 6,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other FUNDING SOURCE: Pct 2 Pave/unpaved Rd funds SVS

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

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE ADJUSTMENT IS ESSENTIAL TO THE WORK BEING PERFORMED AS A RESULT OF THE INCREASED DESIGN RESPONSIBILITY THAT STEMS FROM THE DRAINAGE IMPROVEMENT PROJECTS BEING PREPARED IN HOUSE FOR PCT #2 & #4. THIS PROPOSED ADJUSTMENT WILL ALLOW US TO CONTINUE WITH OUR WORK AT THE PLANNING DEPARTMENT WHILE PROVIDING ENGINEERING DESIGN SERVICES FOR THE PRECINCT'S DRAINAGE PROJECTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

SUPPLEMENTAL PAY ALLOWANCE EFFECTIVE ONLY THROUGH DURATION OF TEMPORARY ASSIGNMENT FOR THE DRAINAGE IMPROVEMENT PROJECT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	04/14/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
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0001	113	CHIEF ADMINISTRATOR	66,035.00	0.00	66,035.00	0.05	3,301.75	0.00	69,336.75	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00
0002	113	FIELD OPER DIR	63,960.00	0.00	63,960.00	0.05	3,198.00	0.00	67,158.00	67,158.00	540.00	0.00	0.00	0.00	0.00	67,698.00
0003	113	RESEARCH AND DEVELOPMENT DIRECT	46,704.00	0.00	46,704.00	0.05	2,335.20	0.00	49,039.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	43,414.00	0.00	43,414.00	0.05	2,170.70	0.00	45,584.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	41,600.00	0.00	41,600.00	0.05	2,080.00	0.00	43,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	40,676.00	0.00	40,676.00	0.05	2,033.80	0.00	42,709.80	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
0007	113	ACCOUNTANT	39,520.00	0.00	39,520.00	0.05	1,976.00	0.00	41,496.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	49,400.00	0.00	49,400.00	0.05	2,470.00	0.00	51,870.00	51,870.00	0.00	0.00	0.00	0.00	0.00	51,870.00
0009	113	ASST FIELD/OP DIR	37,693.00	0.00	37,693.00	0.05	1,884.65	0.00	39,577.65	38,824.00	1,320.00	0.00	0.00	0.00	0.00	40,144.00
0010	113	HEAVY EQUIPMENT OPERATOR III	33,855.00	0.00	33,855.00	0.05	1,693.00	0.00	35,548.00	35,548.00	660.00	0.00	0.00	0.00	0.00	36,208.00
0011	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	26,208.00	0.00	0.00	0.00	0.00	0.00	26,208.00
0012	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0013	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	32,428.00	1,080.00	0.00	0.00	0.00	0.00	33,508.00
0014	113	MECHANIC III	33,089.00	0.00	33,089.00	0.05	1,654.45	0.00	34,743.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	OFFICE COORDINATOR	30,258.00	0.00	30,258.00	0.05	1,512.90	0.00	31,770.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	28,384.00	0.00	28,384.00	0.05	1,419.20	580.80	30,384.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0017	113	MECHANIC II	28,195.00	0.00	28,195.00	0.05	1,409.75	590.25	30,195.00	30,195.00	660.00	0.00	0.00	0.00	0.00	30,855.00
0018	113	ADMINISTRATIVE ASISTANT II	38,000.00	0.00	38,000.00	0.05	1,900.00	0.00	39,900.00	36,750.00	960.00	0.00	0.00	0.00	0.00	37,710.00
0019	113	SHOP FOREMAN	36,000.00	0.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	300.00	0.00	0.00	0.00	0.00	38,100.00
0020	113	CLERK/RECEPTIONIST	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	OFFICE CLERK	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0022	113	TRCK DRVER III	26,813.00	0.00	26,813.00	0.05	1,340.65	659.35	28,813.00	28,813.00	720.00	0.00	0.00	0.00	0.00	29,533.00
0023	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	23,300.00	0.00	0.00	0.00	0.00	0.00	23,300.00
0024	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	22,200.00	0.00	0.00	0.00	0.00	0.00	22,200.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0
Pct. 2 Paved/ Unpaved RD

AI-15303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY						2009 ACTUAL TOTAL COMPENSATION
0025	113	HEAVY EQUIPMENT OPERATOR II	26,356.00	0.00	26,356.00	0.05	1,318.00	682.00	28,356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0026	113	TRCK DRIVER I	25,572.00	0.00	25,572.00	0.05	1,278.60	721.40	27,572.00	25,647.00	1,020.00	0.00	0.00	0.00	0.00	26,667.00
0027	113	TRCK DRIVER II	25,136.00	0.00	25,136.00	0.05	1,256.80	743.20	27,136.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0028	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	27,016.00	960.00	0.00	0.00	0.00	0.00	27,976.00
0029	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	25,748.00	480.00	0.00	0.00	0.00	0.00	26,228.00
0030	113	TRF SA/SPC III	24,991.00	0.00	24,991.00	0.05	1,249.55	750.45	26,991.00	25,647.00	420.00	0.00	0.00	0.00	0.00	26,067.00
0031	113	HEAVY EQUIPMENT OPERATOR II	24,828.00	0.00	24,828.00	0.05	1,241.40	758.60	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0032	113	TRCK DRIVER II	24,790.00	0.00	24,790.00	0.05	1,239.50	760.50	26,790.00	26,790.00	1,200.00	0.00	0.00	0.00	0.00	27,990.00
0033	113	MAINTENANCE I	24,265.00	0.00	24,265.00	0.05	1,213.00	787.00	26,265.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0034	113	TRUCK DRIVER II	24,059.00	0.00	24,059.00	0.05	1,203.00	797.00	26,059.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0035	113	MAINTENANCE II	23,204.00	0.00	23,204.00	0.05	1,160.20	839.80	25,204.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0036	113	MAINTENANCE II	22,840.00	0.00	22,840.00	0.05	1,142.00	858.00	24,840.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0037	113	TRF SA/SPC I	22,355.00	0.00	22,355.00	0.05	1,117.75	882.25	24,355.00	22,906.00	0.00	0.00	0.00	0.00	0.00	22,906.00
0038	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	23,753.00	540.00	0.00	0.00	0.00	0.00	24,293.00
0039	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0040	113	MAINTENANCE I	21,338.00	0.00	21,338.00	0.05	1,067.00	933.00	23,338.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0041	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,215.00	0.00	0.00	0.00	0.00	0.00	22,215.00
0042	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0043	113	MAINTENANCE I	20,703.00	0.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0044	113	TRAF SA/SP I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	20,689.00	0.00	0.00	0.00	0.00	0.00	20,689.00
0045	113	TRAF SA/SP I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
0055	114	OFFICE CLERK	9,734.00	0.00	9,734.00	0.05	486.70	0.00	10,220.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	21,760.00	0.00	0.00	0.00	0.00	0.00	21,760.00
T057	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0
Pct. 2 Paved/ Unpaved RD

AI-15303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY						2009 ACTUAL TOTAL COMPENSATION
T058	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T060	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	MECHANIC II	26,500.00	0.00	26,500.00	0.05	1,325.00	675.00	28,500.00	26,545.00	0.00	0.00	0.00	0.00	0.00	26,545.00
0062	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0063	113	HEAVY EQUIPMENT OPERATOR II	0.00	24,828.00	24,828.00	0.05	1,241.00	759.00	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0064	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0065	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0066	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0067	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0068	113	MECHANIC I	0.00	26,500.00	26,500.00	0.05	1,325.00	675.00	28,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0069	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0070	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0073	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0075	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0076	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0077	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A-0078	113	DRAFTING TECHNICIAN I											6,000.00			6,000.00
			1,513,258.00	407,736.00	1,920,994.00		92,098.20	34,153.80	2,047,246.00	1,045,050.00	13,320.00	0.00	6,000.00	0.00	0.00	1,070,370.00

Approval to allocate supplemental pay for one Drafting Technician I position, under Planning Dept, slot no. 008 (employee no. 156647), in the amount of $6,000.00 per year, for the duration of the Drainage Improvement Project. Pending CC approval.

AI-15243 **15.A.4.**

Authority to Publish Ads for Disposition of Surplus and Abondoned & Unclaimed

CC REGULAR

Date:	05/05/2009
Submitted By:	Lisa Vela, 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, requesting authority to publish advertisments for Auctions of Surplus Equipment, Vehicles, etc., scheduled for: May 23, 2009 June 27, 2009 July 25, 2009 August 22, 2009 September 26, 2009 and October 24, 2009 including, but not limited to, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

Advertisements for Auction dates: 5/23/09--6/27/09--7/25/09--8/22/09--9/26/09--10/24/09. will include advertisement for any Abandoned and Uncalimed lists upcoming from departments.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Available Balance as of 4-30-09 $48,924.75.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

County will potentially receive revenues from auction sales.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2009 03:06 PM	APRV
2	Budget & Management	Veronica Lopez	04/29/2009 04:10 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2009 02:58 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Lisa Vela

Started On: 04/29/2009 01:53 PM

Final Approval Date: 05/01/2009

AI-15298 **15.A.5.**

Authority to cancel current bid and re-advertise new bid for: Purchase And Delivery Of Storm Sewer Sand

CC REGULAR

Date:	05/05/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending approval to cancel the current advertising for Bid No: 2009-019-05-06-Purchase Of Sand (authorized for publication by CC on 04/14/09) and authority to re-advertise in order to modify bid packet due to necessary changes to current specifications/requirements and authority to re-advertise project with the new title of: "Purchase And Delivery Of Storm Sewer Sand" which will be issued a new bid/project number.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Available Balance as of 5-1-09 $181,405.76

Attachments

Link: Draft Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/01/2009 03:18 PM	APRV
2	Budget & Management	Veronica Lopez	05/01/2009 03:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/01/2009 03:37 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Vangie Garcia — Started On: 05/01/2009 02:32 PM

Final Approval Date: 05/01/2009

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE AND DELIVERY OF STORM SEWER SAND"
BID NO.:
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for the Purchase and Delivery of Storm Sewer Sand for County Wide Drainage Improvement Projects. All purchases will be on an "As Needed Basis" only. This bid price will be for the duration of one (1) year with County's option to renew for an additional one (1) year.

The following are the delivery locations for gravel bedding material, including but not limited to:

- Precinct No. 1: Mile 11 North and 1 ½ West, Mercedes, Texas;
- Precinct No. 2: 301 E. State Pharr, Texas;
- Precinct No. 3: FM 2221 and Iowa Rd. Mission, Texas;
- Precinct No. 4: 1051 N. Doolittle Rd., Edinburg, Texas;

Storm Sewer Sand Backfill Specifications:

a. Gradation not to exceed one (1) inch
b. Maximum plasticity index six (6)
c. Unwashed sand required. (Type of sand required is to be used as fill sand).

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. It is intended that the amount of "Storm Sewer Sand" needed by Hidalgo County will be purchased on an as needed basis. It shall be agreed & understood that Hidalgo County will purchase no more material that is needed.

2. **Term of Contract:** The contract will be in effect for a period of (1) one year from bid award date with County's option to extend for an additional (1) one year term. Award of contract will be contingent on availability of Hidalgo County Funds for Drainage Improvement Projects.

3. **Option to Extend:** Hidalgo County reserves the right to continue this bid for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

DRAFT

4. **BID PRICE SHALL BE PER TON**

5. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6. **Method of Award:** One or more bidder(s) maybe designated as approved vendor(s) for purchases/service for Hidalgo County. Award of contract will be contingent on availability of Hidalgo County Funds. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

9. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

10. Insurance Certificates as per Exhibit “C” must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. When requested, samples shall be furnished free of expense to Hidalgo County.

12. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

13. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

14. In the event the material furnished does not meet all the above requirements (regardless of weather, test’s acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

15. It is expressly understood and agreed that in case Hidalgo County should need **“Storm Sewer**

DRAFT

Sand" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

16. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

17. All deliveries shall be made between Monday and Friday to the locations as indicated on individual purchase orders and all deliveries shall be made between the hours of 8:00 a.m. to 5:00 p.m.

18. **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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **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.

d) **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.

e) **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

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, _____, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, _____, 2009.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

AI-15256 **15.A.6.**

Requesting approval to declare surplus for Auction scheduled - 5/23/09
CC REGULAR

Date:	05/05/2009
Submitted By:	Lisa Vela, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting approval to declare as "surplus" numerous items and vehicles (County-owned and/or Seized) for the purposes of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 5/23/09 at Abrego's Trucking Service.

Fiscal Impact

Attachments

Link: AUCTION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2009 05:33 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 08:15 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/01/2009 02:32 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Lisa Vela — Started On: 04/29/2009 04:47 PM

Final Approval Date: 05/01/2009

Asset No	Asset Description	Serial No	From Dpt	1601 Current Location
2084	CONTINENTAL SCALE	NONE	340	A
2612	ALL PURPOSE CHARGER SCHUMACHER	H893-08-9000002/JM-8433	280-003	A
2652	CRAFTSMAN GREY EMPTY TOOL BOX	NONE	2802	A
2733	B&D VERSA PK DRILL,JIG,SAW	NONE	2802	A
2832	GRAY EMPTY CASE	NONE	2802	A
2853	RYOBI-GRAY BOX EMPTY CLUTCH DRV	NONE	2802	A
2865	NAPA RED TWO DRAWER W/ LID EMPTY	NONE	2802	A
2882	B&D PLSTIC TOOL BOXES#2 EMPTY CSE	NONE	2802	A
2886	BLACK DEWALT EMPTY CASE	NONE	2802	A
16554	ANDERSON CABINET	NONE	2802	A
18236	DETCCTO SCALE	NONE	340	A
18237	DETCCTO SCALE	NONE	340	A
19614	IBM TYPEWRITER	13567000768732	2	A
20556	CASIO CALCULATOR	NONE	1601	A
21414	WATER COOLER	NONE	340	A
22357	BROWN ROLL-AWAY CHAIR	NONE	340	A
26648	WHITE BOOK SHELF	NONE	340	A
26895	WHITE BOOK SHELF	NONE	340	A
27065	IBM TYPEWRITER	11GF846	180	A
27290	HEALTH METER SCALE	NONE	340	A
27296	HEALTH METER SCALE	NONE	340	A
27297	HEALTH METER SCALE	NONE	340	A
27578	AMPLIFIER	34911506	2	A
27854	SONY B&W CAMERA SSC-M254	20392	140	A
27889	HEALTH METER SCALE	NONE	340	A
29644	BROTHER SEWING MACHINE IND.	J2672624 DB2-B735-3	280-003	A
29645	BROTHER SEWING MACHINE IND.	J2672618 DB2-B735-3	280-003	A
29646	BROTHER SEWING MACHINE IND.	G4582015 MA4-B581	280-003	A
31647	BROTHER FAX 635	H75219837	2	A
31881	AMANA FRIG WHITE	NONE	340	A
35161	HP CD-WRITER PLUS 9300 SRS	NONE	140	A
35694	A2Z PC	4062	140	A
36407	LINKSYS STACKPRO 24PRT HUB	950000305	140	A
36510	HP MONITOR	THLBY02044	294	A

36696	DELL TOWER (GX 400)	253ZX01	160	A
36699	DELL TOWER (GX 400)	753ZX01	160	A
36826	HP TOWER PAVILION 7867	US11100B02	294	A
36826	HP TOWER PAVILION 7867	US11100B02	294	A
37126	MICRO LINE 390 TRBO PRTR	106B2059552	180	A
37266	PELCO SECURITY MONITOR & BOX	PMC14F	160	A
37434	A2Z PC	NONE	140	A
37596	NEC MULTISYNC LCD 1830 FT PL	1Y00034CA	140	A
37642	COMPAQ PRESORIO 5000	2H1BJXDUC0W2	292	A
38379	VIEWSONIC VE170 FLAT PANEL	A09022100346	140	A
38556	HP BUSINESS INKJET 2230 PRTR	MY25VF14MW	140	A
39537	TUFF-GRANDE CHAIR	NONE	280-003	A
39542	BROKEN MAROON CHAIR PAD	NONE	280-003	A
39706	HP BUSINESS INKJET 2300 PRTR	MY29QF151H	140	A
39721	HOOVER CONQ. COMM M#C1810	1002-00008529	2802	A
39732	RUBINAIR VAC/FREON MACHINE JM-26	02229/M#25200B	2802	A
40016	GENERAL ELECTRIC FRIG	NONE	340	A
41028	M WAVE PC	45425	140	A
41067	DELL PRECISION 370 MINITWR	NONE	140	A
41137	MWAVE PC	41921	140	A
41224	MWAVE PC	42618	140	A
41225	MWAVE PC	42620	140	A
41226	MWAVE PC	42616	140	A
41227	MWAVE	41227	140	A
41229	M WAVE PC	42619	140	A
41230	MWAVE PC	42622	140	A
41253	AOPEN F75PS FLAT PANEL	32500499PV	140	A
41632	INTEL PENT 4	A4925113W60005	2	A
41633	EUREKA LAP TOP COMPUTER	NONE	2	A
41634	EUREKA CPU MINI TOWER	A4925113W60004	1601	A
41916	SYMBOL LS4004 HANDHELD SCANNER	NONE	1601	A
41917	SYMBOL LS4004 HANDHELD SCANNER	NONE	1601	A
41991	MWAVE PC	55056	140	A
42693	XEROX PHASER 3450 PRINTER	PMY044566	140	A
42698	MWAVE PC	NONE	140	A
42699	MWAVE PC	NONE	140	A
42700	MWAVE PC	53907	140	A

42712	HP LASERJET 1160 PRINTER	CNB1C10938	140	A
42728	PROVIEW PL713s	F5WZ4B006634U	140	A
42731	PROVIEW PL713s	F5WZ4B007382U	140	A
42734	HP COMPAQ DE 5000	MXL4400DK1	140	A
43857	DELL GX270 CPU TOWER	3K0XD41	1601	A
43858	DELL TOWER	7K0XD41	62	A
43859	DELL OPTIPLEX GX270	BK0XD41	1601	A
43892	DELL TOWER (GX 400)	BV2ZX01	294	A
43892	DELL TOWER (GX 400)	BV2ZX01	294	A
44498	SHARP AL-1631 LASER COPIER	75044731	140	A
45257	DELL TOWER	HP79MS1	1601	A
45825	MPC CLIENTPRO	3798066-0001	121	A
45825	MPC CLIENTPRO	3798066-0001	121	A
051-2	HP LASER FAX 3015	CNBM356733	1	A
091-054	SHARP 2192R CALCU	1D066574	180	A
091-06	DELL MONITOR	CM6800	1601	A
091-07	BROTHER INTELIFAX	U56577K4J983927	1601	A
091-086	DELL KEYBOARD SK-8115	E145614	180	A
091-09	BROTHER BUS FAX	U60298E5J267369	1601	A
091-10	PANASONIC FAX	9IBFA008059	1601	A
091-100	DELL MONITOR	MX-0419TG-47801-19-C0DM	180	A
091-101	COMPAQ MONITOR	002FA05PA476	180	A
091-102	COMPAQ MONITOR	007FA05PA400	180	A
091-103	COMPAQ MONITOR	949FA05PA498	180	A
091-104	COMPAQ MONITOR	002FA05PA287	180	A
091-105	COMPAQ MONITOR	005FA05PA642	180	A
091-106	COMPAQ MONITOR	007FA05PA746	180	A
091-011	HP DESKJET 932C	CN11V1N2VZ	1601	A
091-012	HP DESKJET 722C	SG7B61W0BM	1601	A
091-013	HP DESK JET 3820	CN36C182PS	1601	A
091-014	BROTHER MFC-5840CN	U61092M4F536030	1601	A
091-015	E MACHINES MONITOR	MSS244K054306	1601	A
091-017	HP DESKJET 960C	MY26E1B2B6	1601	A
091-020	HP DESK JET 722C	MY8A1190KG	1601	A
091-021	SHARP EL 1192G CALCULATOR	NONE	1601	A
091-022	SHARP EL 1197G CALCULTOR	NONE	1601	A
091-023	VICTOR 1260-2 CALCULATOR	NONE	1601	A

091-024	VICTOR 1260-2 CALCULATOR	NONE	1601	A
091-025	CANON P20-DX CALCULATOR	NONE	1601	A
091-026	VICTOR 1220-2 CALCULATOR	NONE	1601	A
091-028	STAPLES SPL-P500 CALCULATOR	NONE	1601	A
091-029	FELLOWS DESKTOP SHREDDER (LAMINATOR)	NONE	1601	A
091-030	ADVANTAGE LX COGNITIVE SOLUTIONS RECEIPT PRINTER	NONE	1601	A
091-031	EPSON TM-U375P MODEL M115A PRINTER	NONE	1601	A
091-041	FELLOWES SHREDDER	CRC30145	1601	A
091-042	HP DESK JET 840C	MX06T1S1R4	1601	A
091-043	LEX MARK PRINT/SCAN	12120894297	1601	A
091-044	HP OFFICEJET ALLINONE	MY74Q450M6	1601	A
091-053	FAX MACHINE BROTHER 4100	U460298M5J409206	180	A
091-058	PANASONIC PHONE	KX-TS208W	180	A
091-059	PANASONIC PHONE	KX-TS208W	180	A
091-060	DATA VAC PRO METRO	NA	180	A
091-084	SHREDDER FELLOWES FS5	010319E100000103	180	A
091-087	SONY VIDEO HI8	EU-C200	140	A
091-088	SHARP FAX MACHINE	UX-BZ067134791	140	A
091-089	COMPAQ TOWER (DESKTOP)	6008DJP5A043	180	A
091-090	HP LASER JET 4 PRTR	USFB210517	180	A
091-092	COMPAQ MONITOR	005FA05P8901	180	A
091-093	COMPAQ MONITOR	949FA05PA457	180	A
091-094	COMPAQ MONITOR	005FA05PB682	180	A
091-095	COMPAQ MONITOR	00BFA05PB071	180	A
091-096	COMPAQ MONITOR	001FA05PA137	180	A
091-097	COMPAQ MONITOR	002FA05PA289	180	A
091-098	COMPAQ MONITOR	002FA05PA277	180	A
091-099	DELL MONITOR	MX-0419TG-47801-19K-C0DQ	180	A
093-310	PLANTROICS HEADSETS (3)	NONE	1601	A
093-300	SONY REMOTE CONTROL	NONE	140	A
093-301	ELECTRIC STAPLER BLACK (SWINGLINE)	NONE	140	A
093-302	1 SHARP TONER CARTRGE	AL-110TD	140	A
093-303	TAKE A NUMBER REEL W/SIGN	NONE	140	A
093-304	DESK CALENDAR TRAY (GRAY)	NA	180	A
093-305	5 LGL MAROON PAPER TRY	NA	180	A
093-306	44 BOXES OF DISKS	NONE	1601	A

093-307	4 BOXES OF HANGING FILES OF FRAMES	NONE	1601	A
093-308	BOX OF AT&T SNARL FREE WIRE PAK WETOTE	NONE	1601	A
093-308	FUJI FILM 29 MM CAMERA	NONE	1601	A
093-309	NEC BEEPER/691473	NONE	1601	A
093-310	PUMP FOOT DOOR OPENERS (3)	NONE	1601	A
093-311	SHREDDER	NONE	1601	A
093-312	STAPLER (REGULAR)	NONE	1601	A
093-073	AMPTRON LCD MONITOR	S/N T5HF1BAG01541	1601	A
093-075	HEADSET (6 ITEMS)	NONE	140	A
093-076	SWINGLINE STAPLER ELECTRIC	MODEL 270	140	A
093-077	ELECTRIC STAPLER	NONE	140	A
093-078	SWINGLINE STAPLER	NONE	140	A
093-079	DELL KEYBOARD	TH-025PGG-37171-16R-D059	180	A
093-091	DELL KEYBOARD	TH-25PGG-37171-165-0923	180	A
514-3299	MOTOROLA BEEPER	E002591094	1601	A
514-3502	MOTOROLA BEEPER	0100079	1601	A
514-3852	MOTOROLA BEEPER	6678722	1601	A
514-6238	MOTOROLA BEEPER	E002994266	1601	A
514-6385	MOTOROLA BEEPER	E002468915	1601	A
514-7921	MOTOROLA BEEPER	1538166	1601	A
AD093-24	BATES IAS 15" FLAT PANEL	91000222090140	140	A
AD093-26	BATES IAS 15" FLAT PANEL	91000225090110	140	A
AD093-27	BATES IAS 15" FLAT PANEL	23510008	140	A
AD093-28	AOPEN F75PS FLAT PANEL	40600069PV01	140	A
AD093-29	AOPEN F75PS FLAT PANEL	32901175PV	140	A
AD093-30	BATES IAS 15" FLAT PANEL	91000193080120	140	A
AD084-03	5 LETTER SIZE TRAYS	NONE	1601	A
AD091-01	GATEWAY LAPTOP	BS200060271	1601	A
AD091-02	DELL MONITOR	CM2317P	1601	A
AD091-03	DELL MONITOR	M3017	1601	A
AD091-04	DELL MONITOR	CM2317P	1601	A
AD091-05	DELL MONITOR	CM2317P	1601	A
AD091-107	DELL FLAT MONITOR	KR-032DVX-4760Z15A-AALN	180	A
AD091-32	DELL TOWER	5LBKV01	1601	A
AD091-33	CLONE DESK TOP	NONE	121	A
AD091-33	CLONE DESK TOP		121	A

AD091-34	DELL DESK TOP BEIGE	P03GQ	294	A
AD091-34	DELL DESK TOP BEIGE	P03GQ	294	A
AD091-51	swingline comm. Electric stapler	7471106701	1601	A
ad091-52	3' wood step ladder	NA	1601	A
AD091-54	SHARP CAL.ML# EL2192R	NONE	1601	A
AD091-85	DELL KEYBOARD RT7000	TH-025PGG-37171-17M6855	180	A
AD091-86	DELL KEYBOARD	7M6855	1601	A
AD093-01	LEXMARK X83 PRINTER	NONE	115-001	A
AD093-02	HP PRINTER	CN85K131BR	115-001	A
AD093-03	SYLVANIA MONITOR	LANGF1830D8-A	115-001	A
AD093-04	HP DESKJET 940c PRINTER	CN22H6N148	140	A
AD093-05	SHARP AM-COPY/FAX/SCAN	67120201	140	A
AD093-07	HP DESKJET 6122 PRINTER	MY38P2B0RR	140	A
AD093-09	HP DESKJET 5150 PRINTER	MY37A3P0CS	140	A
AD093-10	HP DESKJET 3820 PRINTER	CN36C182Q7	140	A
AD093-11	HP BUSINESS INKJET 2300 PRTR	CN42F1313R	140	A
AD093-12	AGFA SNAPSCAN FLT SCNR	70BTFX94S	140	A
AD093-13	MWAVE DESK TOP PC (BLACK)	53920	140	A
AD093-16	AOPEN F75J FLAT PANEL	42601145LE	140	A
AD093-17	AOPEN F70PS FLAT PANEL	32901591PV	140	A
AD093-179	9 CALENDAR HOLDERS	NONE	1601	A
AD093-18	AOPEN F70PS FLAT PANEL	40601337PV	140	A
AD093-19	DELL FLAT PANEL	MY0H63044760355HA8VU	140	A
AD093-22	AOPEN F70PS FLAT PANEL	40601335PV	140	A
AD093-23	DELL FLAT PANEL	MY0H63044760355HA8N	140	A
AD093-25	AOPEN F75PS FLAT PANEL	40600396PV	140	A
AD093-31	OPTIQUEST Q150 FLAT PANEL	70G025201886	140	A
AD093-32	AOPEN F75PS FLAT PANEL	40600605PV01	140	A
AD093-33	AOPEN F75PS FLAT PANEL	32901599PV01	140	A
AD093-34	AOPEN F70PS-2004 FLT PANL	43901900PV01	140	A
AD093-35	AOPEN F70PS FLAT PANEL	40601338PV	140	A
AD093-36	DELL 15" FLAT PANEL	MX032DVX4760519IAVSM	140	A
AD093-37	HP JETDIRECT 170X PRINT	SG4A1A7026	140	A
AD093-376	SHARP CALCULATOR MACHINE	7C197618	1	A
AD093-377	TEX INST CALCULTAOR	TI-5019 L-0899A	1	A
AD093-378	NORTEL TELEPHONE	NT8D27AAAB	1	A
AD093-379	9 WHITE HARD HATS	NONE	115-001	A

AD093-380	AC ADAPTER	12416BVP54025473	2	A
AD093-381	AC ADAPTER	12416BVP54025479	2	A
AD093-382	2 MICROPHONES	NONE	2	A
AD093-383	2 MICROPHONES HOLDERS	NONE	2	A
AD093-384	MISC. CABLES	NONE	2	A
AD093-385	2 KEYBOARDS	NONE	2	A
AD093-386	AC ADAPTER	KAT033418	2	A
AD093-387	2 COMPUTER SPEAKERS	NONE	2	A
AD093-388	2 COMPUTER MOUSES	NONE	2	A
AD093-389	2 QUAM SPEAKERS	NONE	2	A
AD093-39	HP JETDIRECT 170X PRINT	SG371ADB33	140	A
AD093-40	HP JETDIRECT 170X PRINT	SG81A6CC8	140	A
AD093-41	HP JETDIRECT 170X PRINT	SG4A1A707C	140	A
AD093-42	HP JETDIRECT 170X PRINT	SG481A6CD7	140	A
AD093-43	HP JETDIRECT 170X PRINT	SG481B9508	140	A
AD093-44	HP JETDIRECT 170X PRINT	SG441BCA5	140	A
AD093-45	HP JETDIRECT 170X PRINT	SG441B4C37	140	A
AD093-46	HP JETDIRECT 170X PRINT	SG4A1A707D	140	A
AD093-47	HP JETDIRECT 170X PRINT	SG4A1B16A6	140	A
AD093-48	HP JETDIRECT 170X PRINT	SG441B4CA1	140	A
AD093-49	LANPRO 10 BASE T 8PRT HUB	ER5390S161150222	140	A
AD093-50	HP WIRELESS PRNT SRVR wp110	JP1971103P	140	A
AD093-51	HP JETDIRECT 300X PRNT SRVR	SG3A1BEABB	140	A
AD093-52	LINKSYS 10/100 8 PRT HUB	RA33042025845	140	A
AD093-53	LINKSYS 10/100 8 PRT HUB	RA93048002459	140	A
AD093-54	LINKSYS 10/100 8 PRT HUB	RA93048002463	140	A
AD093-55	HP JETDIRECT 170X PRINT	SG2C1A811C	140	A
AD093-56	NETGEAR 4 PRT HUB	DS14J310011918	140	A
AD093-57	HP JETDIRECT 170X PRINT	SG93541359	140	A
AD093-61	LINKSYS 10/100 8 PRT SWITCH	REG0058008628	140	A
AD093-62	TROY XJET 3000 ETHER CARD	9277119	140	A
AD093-63	ADAPTEC AHA-2930CV SCSI CRD	BBOD54003CM	140	A
AD093-64	AMPTRON MONITOR	11244JA072745	2	A
AD093-68	DRYWALL PANEL	NONE	2	A
AD093-69	PELONIS LED CNTRL FAN HETER	X2101052143	2	A
AD093-70	VIDEO SPLITTER	NONE	2	A
AD093-71	HP LASERJET PRINTER	USFB072204	2	A

AD093-74	SAMSUNG AC ADAPTER	C020309871	180	A
AD093-75	SAMSUNG DIRET TV BOX	120D034F51	1	A
AD094-02	8 BLACK LEGAL TRAYS	NONE	1601	A
AD094-04	7 BLACK LEGAL TRAYS	NONE	1601	A
AD094-06	2 MAROON LEGAL TRAYS	NONE	1601	A
AD094-07	2 SECRETARY TRAYS	NONE	1601	A
AD094-08	BEIGE DESKTOP SEC. CADDY	NONE	1601	A
AD094-09	TX. INSTR. T1-5019	NONE	1601	A
AD094-10	SHARP CAL. ML#EL1192G	NONE	1601	A
AD094-11	ROLODEX	NONE	1601	A
AD094-12	ROLODEX	NONE	1601	A
AD094-13	ROLODEX	NONE	1601	A
AD094-14	BLK MOUNTED KEY BOARDTABLE	NONE	1601	A
AD094-15	BLK MNTD KEYBOARD TABLE	NONE	1601	A
AD094-16	DELL KEYBOARD	507894	1601	A
AD094-17	DELL KEYBOARD	7SF623	1601	A
AD094-18	DELL KEYBOARD	867Y21	1601	A
AD094-19	MICROSOFT KEYBOARD	KU0045	1601	A
AD094-20	A-OPEN KEYBOARD	48TCE1	1601	A
AD094-21	MPC KEYBOARD	114602	1601	A
AD094-22	DELL KEYBOARD	6RD028	1601	A
AD094-23	COMPAQ KEYBOARD	AMF6DJ	1601	A
AD094-24	A-OPEN KEYBOARD	90TCE1	1601	A
AD094-25	DELL KEYBOARD	A39143	1601	A
AD094-26	DELL KEYBOARD	6S0724	1601	A
AD094-27	DELL KEYBOARD	6117F4	1601	A
AD094-28	NOM KEYBOARD	KB-118	1601	A
AD094-29	DELL KEYBOARD	99I797	1601	A
AD094-30	Q-TRONIX KEYBOARD	608640	1601	A
AD094-31	DELL KEYBOARD	7LJ55	1601	A
AD094-32	DELL KEYBOARD	6S0831	1601	A
AD094-33	HEWLETT PACKARD	851596	1601	A
AD094-34	BTC KEYBOARD	TH0110	1601	A
AD094-35	LOGIC TECH	50244	1601	A
AD094-36	NOM KEYBOARD	KB-118	1601	A
AD094-37	A-OPEN KEYBOARD	96TCE1	1601	A
AD094-38	DELL KEYBOARD	7J7133	1601	A

AD094-39	DELL KEYBOARD	A46347	1601	A
AD094-40	DELL KEYBOARD	A25532	1601	A
AD094-41	COMPAQ KEYBOARD	PI2UPU	1601	A
AD094-42	DELL KEYBOARD	7RB415	1601	A
AD094-43	18 MISC. P.C. MOUSE	NONE	1601	A
AD094-44	17 MISC.USB P.C. CABLES	NONE	1601	A
AD094-45	6 LINKSYS WIRELESS ADPTR	NONE	1601	A
AD094-46	20 P.C. ELECTRIC CORDS	NONE	1601	A
AD094-47	19 P.C. ELECTRIC CORDS	NONE	1601	A
AD094-48	14 SPEAKERS POWER CRDS	NONE	1601	A
AD094-49	POSTAL SCALE MODEL 1001	NONE	1601	A
AD094-50	CONAIR DIGITAL ASWRNG MACHINE	NONE	1601	A
AD094-50	HP JETDIRECT 170X PRINT	SG4A1A7043	140	A
AD93-15	MWAVE PC W in 2000 Pro A	54218	140	A
AD93-350	LEGAL TRAYS	NONE	180	A
AD93-351	DISKETTE TRAY CASE	N90612	180	A
AD93-352	4 LTR MAROON PAPER TRY	NONE	180	A
AD93-353	MOUSE ECM S5002	M1472816	180	A
AD93-354	2 BLK LEGAL TRAYS	NONE	180	A
AD93-355	SWINGLINE HOLE PUNCH	NONE	180	A
AD93-356	PAPER TRAY HOLDER	NONE	180	A
AD93-357	HOLE PUNCH	NONE	140	A
AD93-358	VIDEO CASSETTE PLAYER	NONE	140	A
AD93-359	CHARGER	NONE	140	A
AD93-360	WIRE CONNECTORS 2PKS	NONE	140	A
AD93-361	RECTON TX ANTENNA	63244563	140	A
AD93-362	2 BROWN WOOD TRY ORGNZER	NONE	140	A
AD93-363	COMPAQ MOUSE	F13490N5B1H02AA	180	A
AD93-364	COMPAQ MOUSE	F13490N5BIB17V9	180	A
AD93-365	COMPAQ MOUSE	F13490N5BH80QV1	180	A
AD93-366	COMPAQ MOUSE	F13490NDBIB17V2	180	A
AD93-367	COMPAQ MOUSE	F22420C5BL41W90	180	A
AD93-367	MOUSE MODEL ECM	15131091	180	A
AD93-368	COMPAQ MOUSE	F13490N5BIB17UI	180	A
AD93-368	COMPAQ MOUSE	F13490N5BIB17W	180	A
AD93-369	COMPAQ MOUSE	F13490N5BIH0YF0	180	A
AD93-370	COMPAQ MOUSE	B04AB0H58FG3TIB	180	A

AD93-371	COMPAQ KEYBOARD	122659999006	180	A
BOX 1	NET GEARMODULAR SWITCH M#FS726	FS76B2A14661	2802	A
BOX 1	KALATEL MULTIPLEXER M#CBR-16CDT	M406-CT-0496	2802	A
BOX 1	PELECO CAMERA M# ICS-CR3	O3337-42-0104-16	2802	A
BOX 1	PELECO CAMERA M# ICS 2CA3	NONE	2802	A
BOX 1	PELECO CAMERA M# ICS-2CA3	NONE	2802	A
BOX 1	PELECO CAMERA BASE M# ICS-2CA3	O2319-29-0293-23	2802	A
BOX 1	PELECO CAMERA BASE M# ICS-2CA3	O2319-29-0299-73	2802	A
BOX 1	JVC CAMERA M#TK-C720U	15634372	2802	A
BOX 1	JVC CAMERA M#TK-C720U	15634121	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825866	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825902	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825916	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825897	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825911	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825903	2802	A
BOX 1	NEC PHONE M#DTP-1-2	BG02825923	2802	A
BOX 1	NEC PHONE M#DTP-1-2	156D/SE00238363	2802	A
BOX 1	NEC PHONE M#DTP-1-2	172D/SE00318277	2802	A
BOX 1	NEC PHONE M#DTP-1-2	172D/SE00318279	2802	A
BOX 1	NEC PHONE M#16-D-1	12308883/BH0095589	2802	A
BOX 1	MITSUMI KEYBOARD M#KFK-EA4X7	265H3408-8686	2802	A
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY3QK	2802	A
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY4RJ	2802	A
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY4VN	2802	A
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EGANY08T	2802	A
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY4TP	2802	A
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY3QL	2802	A
BOX 1	HP KEYBOARD M#KU-9963	BA49990AGSW659	2802	A
BOX 1	MOUSE HP UA-E96	NONE	2802	A
BOX 1	MOUSE LOGITECH MS-89	NONE	2802	A
BOX 1	MOUSE LOGITECH	NONE	2802	A
BOX 1	MOUSE LOGITECH	NONE	2802	A
BOX 1	MOUSE LOGITECH	NONE	2802	A
BOX 1	MOUSE LOGITECH MUR69	NONE	2802	A
BOX 1	MOUSE LOGITECH MUR69	NONE	2802	A
BOX 1	MOUSE LOGITECH MUR69	NONE	2802	A

BOX 1	MOUSE MICROSOFT	NONE	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020580	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020664	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	2008013168	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020610	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020604	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020638	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020638	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020599	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020629	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020589	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321050151	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020650	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020619	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020634	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020598	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020647	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020585	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020627	2802	A
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020612	2802	A
BOX 2	POLK AUDIO 1PAIR SPEAKERS	NONE	2802	A
BOX 2	MISC DELTA SECTION TOTAL 6	NONE	2802	A
BOX 2	WIZ KID CAMERA	NONE	2802	A
BOX 2	WIZ KID CAMERA	NONE	2802	A
BOX 2	WIZ KID DOME	NONE	2802	A
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NONE	2802	A
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NONE	2802	A
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NONE	2802	A
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NONE	2802	A
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NONE	2802	A
BOX 3	GAMEWELL RELAY, CONTROL ELEMENT	RCE-95/TOTAL 9	2802	A
BOX 3	GAMEWELL POINT ID DEVICE	PID-95P	2802	A
BOX 3	REMOTE MANUAL PULL STATION	4835/ TOTAL 2	2802	A
BOX 3	GAME FIRE PULL STATION	M#MS-95	2802	A
BOX3	METAL BOXES # 3	NONE	2802	A
BOX3	GRAY 3 DRAWER WTH LID EMPTY	NONE	2802	A
BOX3	RED/BLK 3 DRAWER W/ TOP LID EMPTY	NONE	2802	A

H/1552	GREEN CHAIR ROLL-AWAY	NONE	340	A
H/1553	6 GEEN STACKABLE CHAIRS	NONE	340	A
H/1554	2 BLACK DUMMY CASES	NONE	340	A
H/1555	1 GEEN CHAIR	NONE	340	A
H/1556	1 BEIGE CHAIR	NONE	340	A
H/1557	ETRONICS COMPUTER MONITOR	M72A530014777	340	A
H/1558	SAMTRON COMPUTER MONITOR	PN17HMBT702949E	340	A
H/1559	WHITE SMALL ROLL-AWAY TBLE	NONE	340	A
H/1560	30 STORAGE BINS	NONE	340	A
H/1561	1 LARGE STORAGE BIN	NONE	340	A
H/1562	1 WHITE SMALL TABLE	NONE	340	A
H/1563	BROWN ROLL-AWAY TABLE	NONE	340	A
H/1564	BROWN ROLL-AWAY CABINET	NONE	340	A
H/1565	MAROON CHAIR	NONE	340	A
H/1566	RED WALL UNIT	NONE	340	A
H/1567	GREEN ROLL-AWAY CHAIR	NONE	340	A
H/1568	BROWN COMPUTER DESK	NONE	340	A
H/1569	SMALL BOOK SHELF (BROWN)	NONE	340	A
H/1570	WHITE GREEN DESK SMALL	NONE	340	A
H/1571	BLACK CHAIR	NONE	340	A
H/1572	1 HIGH BACK CHAIR BROKEN	NONE	340	A
H/1573	SMALL BROWN CHEST WITH BRAWER	NONE	340	A
H/1574	BLACK ROLL-AWAY CART	NONE	340	A
H/1575	GREEN WORK TABLE	NONE	340	A
H/1576	BROWN ROLL-AWAY CHAIR	NONE	340	A
H/1577	ADI COMPUTER MONITOR	439057L0A528	340	A
H/1579	DELL COMPUTER MONITOR	CM2317P	340	A
H/1580	SAMTRON COMPUTER MONITOR	PH17HCBT707429W	340	A
H/1581	ADI COMPUTER MONITOR	439057L0A422	340	A
H/1582	SAMTRON COMPUTER MONITOR	PN17HMCT7137721L	340	A
H/1583	ADI COMPUTER MONITOR	439057L0A579	340	A
H/1584	SAMTRON COMPUTER MONITOR	AH17HCDTA08969M	340	A
H/1585	DELL COMPUTER MONITOR	DPN04D133C0MX	340	A
H/1586	ADI COMPUTER MONITOR	439057L0A581	340	A
H/1587	SMALL FRIG SANYO	5592	340	A
H/1588	SMALL FRIG SANYO	1797	340	A
H/1589	SMALL FRIG SANYO	980871639	340	A

H/1590	GREY BEDSIDE CABINET	18645	340	A
H/1591	BROWN LAMINATED CABINET	NONE	340	A
H/1592	OVERHEAD BOOKSHELF	NONE	340	A
H-1578	GENERAL ELECTRIC FRIG	NONE	340	A
JM076-01	EMERSON DTV/CR202EM9	T14811845	280-003	A
JM076-02	DURABRAND/DU1901A	57161033859	280-003	A
JM076-03	PANASONIC-CT-20D12DF	LA21770374	280-003	A
JM076-04	DURABRAND/DA0S40E0	0200DR5AU3733	280-003	A
JM076-05	DURABRAND DTV-1907	O57270517665	280-003	A
JM076-06	DURABRAND/DU1901A	O57161026188	280-003	A
JM076-07	DURABRAND/DU1901	O57150635287	280-003	A
JM076-08	PANASONIC-CT-20D12DF	LA21770598	280-003	A
JM076-09	PANASONIC-CT-20D12DF	LA21770345	280-003	A
JM076-10	DURABRAND/DU1901A	O57161026337	280-003	A
JM077-01	DURABRAND/DTV1907A	O65270827249	280-003	A
JM077-02	DURABRAND/DU1901	O57150621336	280-003	A
JM077-03	DURABRAND/DU1901	O57150635254	280-003	A
JM077-04	PANASONIC-CT-CT20D12	LA21770607	280-003	A
JM077-05	DURABRAND-DU1901A	O57161027988	280-003	A
JM077-06	DURABRAND/DTV1907	O57270517872	280-003	A
JM077-07	DURABRAND/DTV1907	O57270517960	280-003	A
JM077-08	DURABRAND/DU1901A	O57161113161	280-003	A
JM077-09	DURABRAND/DU1901	O57150635170	280-003	A
JM077-10	RCA/F19421	D033DO17M	280-003	A
JM077-11	DURABRAND/DTV1907	O57270517661	280-003	A
JM077-12	DURABRAND/DU1901A	O57161028009	280-003	A
JM078-01	DURABRAND DU1901	O57150635160	280-003	A
JM078-02	DURABRAND BH2004DDA0S40E	O200DR5CV7232	280-003	A
JM078-03	DURABRAND/DTV1907A	O652708152251	280-003	A
JM078-04	DURABRAND DU1901	O57161026299	280-003	A
JM078-05	DURABRAND DTV1907	O57270517659	280-003	A
JM078-06	DURABRAND/DTV1907	O57270517687	280-003	A
JM078-07	DURABRAND BH2004DDA0S40E	O200DR5AU2013	280-003	A
JM078-08	DURABRAND 1907A	O65270830104	280-003	A
JM078-09	DURABRAND BH2004DDA0S40E	O200DR5CV7299	280-003	A
JM078-10	DURABRAND BH2004DDA0S40E	O200DR6194018	280-003	A
JM078-11	DURABRAND DU1901	O5710634138	280-003	A

JM078-12	PANASONIC CT20D12DF	LA21770202	280-003	A
JM079-01	PANASONIC CT20D12DF	LA21770342	280-003	A
JM079-02	DURABRAND DU1901A	O57161026182	280-003	A
JM079-03	DURABRAND/DTV1907A	O65270829979	280-003	A
JM079-04	DURABRAND BH2004DDA0S40E	O200DR5CV8373	280-003	A
JM079-05	DURABRAND DTV1907A	O65270909453	280-003	A
JM079-06	DURABRAND 1901A	O57161037117	280-003	A
JM079-07	DURABRAND DTV1907	O57270517663	280-003	A
JM079-08	PANASONIC CT20D12DF	LA21770366	280-003	A
JM079-09	DURABRAND DTV1907A	O65270830097	280-003	A
JM079-10	DURABRAND DTV1907A	O65270827263	280-003	A
JM079-11	EMERSON CR202EM8	T04840820	280-003	A
JM079-12	DURABRAND DTV1907A	O65270829922	280-003	A
JM-08	AC MOTOR M#HD56FL-652	SS110012	2802	A
JM080-01	PANASONIC CT20D12DF	LA21770566	280-003	A
JM080-02	PANASONIC CT20D12DF	MA21770709	280-003	A
JM080-03	DURABRAND BH2004DDA0S40E	O200DR61J0612	280-003	A
JM080-04	DURABRAND DTV1907	O57270517689	280-003	A
JM080-05	DURABRAND DTV1907A	O65270827225	280-003	A
JM080-06	PANASONIC CT20D12DF	LA21770367	280-003	A
JM080-07	PANASONIC CT20D12DF	LA21770583	280-003	A
JM080-08	PANASONIC CT20D12DF	LA21770608	280-003	A
JM080-09	PANASONIC CT20D12DF	LA21770353	280-003	A
JM080-10	PANASONIC CT20D12DF	LA21770371	280-003	A
JM080-11	PANASONIC CT20D12DF	LA21770028	280-003	A
JM080-12	PANASONIC CT20D12DF	LA21770346	280-003	A
JM-0919	AC MOTOR M#HD56FL-652	RXJ050156	2802	A
JM094-01	PANASONIC CT20D12DF	LA21770368	280-003	A
JM094-02	DURABRAND DTV1907	O57270517749	280-003	A
JM094-03	DURABRAND BH2004D	O200DR5CV8348	280-003	A
JM094-04	DURABRAND DU1901A	O57161026185	280-003	A
JM094-05	PANASONIC CT20D12DF	MA21370518	280-003	A
JM094-06	PANASONIC CT20D12DF	LA21770373	280-003	A
JM094-07	DURABRAND DU1901A	O57161026087	280-003	A
JM094-08	DURABRAND DU1901A	O57150635302	280-003	A
JM094-09	DURABRAND DTV1907	O57270517686	280-003	A
JM094-10	DURABRAND DU1901A	O57161027980	280-003	A

JM094-11	DURABRAND BH2004D	O200DC5882413	280-003	A
JM094-12	PANASONIC CT20D12DF	LA21770581	280-003	A
JM095-01	DURABRAND DO1901	O57150621230	280-003	A
JM095-02	DURABRAND DU1901	O57161027985	280-003	A
JM095-03	DURABRAND DU1901	O5716113160	280-003	A
JM095-04	CR202EM8DTV	T04839720	280-003	A
JM095-05	DTVCR202EM8	T05847095	280-003	A
JM095-06	PANASONIC CT-20G7DF	LB21370367	280-003	A
JM095-07	DURABRAND DU1901	57161024597	280-003	A
JM095-08	DURABRAND DU1901	57161028008	280-003	A
JM095-09	PANASONIC CT-20012DF	LA21770613	280-003	A
JM-10	AC MOTOR M#HD56FL-652	SSJ080432	2802	A
JM-11	AC MOTOR M#HD56FL-652	SSJ040181	2802	A
JM-122	AC MOTOR M#HD56FL-652	SSJ080411	2802	A
JM-124	RCA SMALL RADIO	RP1612	2802	A
JM-125	CRAWFORD WHITE SANDALS (33)	NONE	2802	A
JM-125-1	AB-WHEEL ITEM 1-20 (6-PK)	944822	280-003	A
JM-125-21	AB-WHEEL ITEM 21-33 (4PK)	944822	280-003	A
JM-125-34	AB-WHEEL ITEM # 34 (2PK)	944822	280-003	A
JM-125-35	AB-WHEEL ITEM #35 (20 SINGLES)	NONE	280-003	A
JM-125-36	AB-WHEEL ITEM #36 (20 SINGLES)	NONE	280-003	A
JM-125-37	AB-WHEEL ITEM # 37 (11 SINGLES)	NONE	280-003	A
JM-125-38	16 BASKETBALLS	NONE	280-003	A
JM-125-39	SMITH CORONA TYPEWRITER M#KA13	7302473	280-003	A
JM-125-41	LEXMARK ALL IN ONE M# X125	0102T239061	280-003	A
JM-126-42	GE MICOWAVE M#JES737WM01	MM955756U	280-003	A
JM-126-43	GE MICOWAVE M#JES737WM01	LM956135U	280-003	A
JM-126-44	SYLVANIA VCR M#SSV6003	U13368376	280-003	A
JM-126-45	GATEWAY MONITOR M#LE500	BOC136A38066	280-003	A
JM-126-46	9 WAHL HAIR CLIPPERS M#850(46-54)	NONE	280-003	A
JM-126-55	2 STANDARD BARBELLS 45LBS	NONE	280-003	A
JM-127-55	2 STANDARD BARBELLS 35LBS	NONE	280-003	A
JM-127-56	4 STANDARD BARBELLS 25 LBS	NONE	280-003	A
JM-127-57	12 UNKNOWN BRAND BARBELLS 10LBS	NONE	280-003	A
JM-127-58	6 DP BARBELLS 8.8 LBS	NONE	280-003	A
JM-127-59	5 STANDARD BARBELL 5LBS	NONE	280-003	A
JM-127-60	5 STANDARD BARBELL 5LBS	NONE	280-003	A

JM-127-61	8 UNKNOWN BRAND BARBELLS 5LBS.	NONE	280-003	A
JM-127-62	12 UNKNOWN BRAND BARBELLS 2LBS	NONE	280-003	A
JM-127-63	5 DP BARBELLS 2.2 LBS	NONE	280-003	A
JM-127-64	6 SAMSON BARBELL 3LBS	NONE	280-003	A
JM-127-65	6 DP BARBELLS 4.4 LBS	NONE	280-003	A
JM-127-65	2 WEIDER BARBELLS 2 3/4 LBS	NONE	280-003	A
JM-127-66	4 WEIGHT BAR CHUCKS HEAVY DUTY	NONE	280-003	A
JM-127-67	5 SHORT BAR DUMBELL W/ LOCKNUT	NONE	280-003	A
JM-127-68	2 BIG BAR SPRINGS	NONE	280-003	A
JM-127-69	2 SMALL BAR SPRINGS	NONE	280-003	A
JM-127-70	2 HEAVY BAR CHUCKS CHROMED	NONE	280-003	A
JM-128-1	BLUE WHELL CHAIR - TRACER EX2	NONE	2802	A
JM-128-46	PHONE DS-MAX	1502084	280-003	A
JM-128-54	4 LONG BAR BARBELLS CHROMED	NONE	280-003	A
JM-128-55	2 CHEST BARS	NONE	280-003	A
JM-128-55	QTY OF 50 GREETING CARDS ASST. BOX 1	NONE	280-003	A
JM-128-56	A BOX OF ASST. GREETING CARDS BOX 2	NONE	280-003	A
JM-128-57	4 GE AM/FM STEREO HEADSET BOX 4	NONE	280-003	A
JM-128-58	QTY OF 20 GREETING CARDS ASST.BOX 3	NONE	280-003	A
JM-128-58	7 SPOOLS NYLON SEWING STRING # 2 BX 4	NONE	280-003	A
JM-128-59	QTY OF 90 # 2 PENCILS BOX 4	NONE	280-003	A
JM-128-60	QTY OF 46 COMBS BOX 4	NONE	280-003	A
JM-128-61	QTY OF 62 .37 CENT STAMPED ENV	NONE	280-003	A
JM-128-62	QTY OF 90 .39 CENT STAMPED ENV.	NONE	280-003	A
JM-13	AC MOTOR M # 60FK655	SSJ240095	2802	A
JM-1383	STERO	920MWTS082X0GC	280-003	A
JM-14	AC MOTOR M # 60FK655	SSJ240098	2802	A
JM-15	AC MOTOR	NONE	2802	A
JM-16	AC MOTOR M # 5KCP39SG	NONE	2802	A
JM-177	AC MOTOR M # 5FCP39SG	NONE	2802	A
JM-18	AC MOTOR M # 5FCP39SG	NONE	2802	A
JM-19	AC MOTOR M # 5FCP39SG	NONE	2802	A
JM-20	AC MOTOR M#60M48517D2057KP	HP 1/3 RPM 1725	2802	A
JM-21	AC MOTOR M#8Q48S17D1281B	HP 1/3 RPM 1725	2802	A
JM-218	DAYTON BLACK WET/DRY VAC	M#1UG91B	2802	A
JM-219	DAYTON BLACK WET/DRY VAC	M#1UG91B	2802	A
JM-22	AC MOTOR M#8Q48S17D1281B	HP 1/3 RPM 1725	2802	A

JM-23	AC MOTOR M#8Q48S17D1281B	HP 1/3 RPM 1725	2802	A
JM-24	ITEMS 17-24 AC MOTORS M#8QD48S17D1	HP 1/6 RPM 1725	2802	A
JM-25	AC MOTOR M#5KCP39EG H898 S	HP1/4 RPM 1625	2802	A
JM-26	ITEMS 26-44(105) M#5KCP39KV110S	HP 1/4 RPM 1100/900	2802	A
JM-27	ITEMS 45-65 M#5KCP39HGS239S	HP 1/4 RPM 1100	2802	A
JM-28	ITEMS 66-68 M#5KCP39KF V110 S	HP 1/4 RPM 1100	2802	A
JM-29	ITEMS 69-88 M#5KCP39FGL782 S	HP 1/4 RPM 1075	2802	A
JM-2914	HUSKEY 4 GAL. AIR COMPRESSOR	202122543	2802	A
JM-2915	BOX# 1 PLASTIC TOOL BOXES ASST.	NONE	2802	A
JM-2916	GRAY BOX-ECHO BOX-STACK ON	NONE	2802	A
JM-2917	RED BOX-FOX-PLANO 401	NONE	2802	A
JM-2918	GRAY-BOX-CHARLIE-STACK ON	NONE	2802	A
JM-2919	GRAY BOX-INDIA-STACK ON	NONE	2802	A
JM-2920	GREEN BOX-DELTA-POPULAR MECH	NONE	2802	A
JM-2921	PLASTIC BOXES-ASST. CONT	NONE	2802	A
JM-2922	RED BOX-HOTEL -PLANO 101 EMPY CASE	NONE	2802	A
JM-2923	RED MILWAUKEE CASE EMPTY CASE	NONE	2802	A
JM-2924	RED MILWAUKEE EMPTY CASE	NONE	2802	A
JM-2940	SHOP VAC2.5 WET/DRY VAC	M#870	2802	A
JM-2941	3-SPEED AIR MOVER #4 WIL FRISK	1787161	2802	A
JM-2942	3-SPEED AIR MOVER #4 WIL FRISK	1787165	2802	A
JM-2943	3-SPEED AIR MOVER #6 WIL FRISK	1787163	2802	A
JM-2944	INSINKERATOR SS300-27/GRBAGE DISPO	WA342869	2802	A
JM-2945	INSINKERATOR SS300-27/GRBAGE DISPO	WF347544	2802	A
JM-30	AC MOTOR M#5KCP39JGY253S	HP 1/4 RPM 1075	2802	A
JM-31	AC MOTOR M#5KCP39JGY253S	HP 1/4 RPM 1075	2802	A
JM-32	AC MOTORS M#KCP39GGL249S	HP 1/8 RPM 825	2802	A
JM-33	AC MOTORS M#5KCP39FFS2448S	HP 1/8 RPM 825	2802	A
JM-34	AC MOTORS M#5KCP39GGS238AS	HP 1/4 RPM 1100	2802	A
JM-35	AC MOTORS M#5KCP39KGS554DS	HP 1/4 RPM 1100/900	2802	A
JM-36	AC COMPRESSOR M#SRH752AC01	S4804K01177	2802	A
JM-37	AC COMPRESSOR M#SRH752AC01	S3705K00541	2802	A
JM-38	AC COMPRESSOR M#SRH752AC01	S2701K08393	2802	A
JM-39	AC COMPRESSOR M#SRH752AC01	S2701K08091	2802	A
JM-40	AC COMPRESSOR M#SRH752AC01	S2701K08085	2802	A
JM-41	AC COMPRESSOR M#SRH752AC01	S0406K27289	2802	A
JM-42	AC COMPRESSOR M#SRH752AC01	S2903K08499	2802	A

JM-43	AC COMPRESSOR M#ZR94KC-TFD-250	01DA66292	2802	A
JM-44	AC COMPRESSOR M#H24A583DBEA	16201126968	2802	A
JM-45	AC COMPRESSOR M#H25A50QDBEA	19301126616	2802	A
JM-46	DAYTON STAINLESS STEEL WET/DRY VAC	5040000470/M#4TB80	2802	A
JM-47	5 DRAWER LATERAL	NONE	280-003	A
JM-48	STAINLESS STEEL SOAP DISPENSER	NONE	280-003	A
JM-49	FELLOWES POWER SHREDDAR M#220C-2	P# 38225	280-003	A
JM-50	JAVELINE CAMERA PEDESTAL	NONE	280-003	A
JM-51	BLACK DRILL PRESS STAND	NONE	280-003	A
JM-52	SANYO MICROWAVE M#EM-Z2000S	23FC0205354	280-003	A
JM-53	2 MEAT SLICER PARTS WORN OUT	NONE	280-003	A
JM-5353	PORTER CABLE DRILL	NONE	280-003	A
JM-54	BARCO 606 VICE-BROKEN	NONE	280-003	A
JM-55	4 BROKEN CHAIRS	NONE	280-003	A
JM-56	WOODEN CHAIRS 2 RED 2 ROSE	NONE	280-003	A
JM-57	4 DISABILITY SHOWER CHAIR	NONE	280-003	A
JM-58	27 BOXES SHARP SF-980NTI TONER CARTIDGE	NONE	280-003	A
JM-59	1 BROWN PLASTIC CHAIR	NONE	280-003	A
JM-60	2 BOXES OF CRC TONER CARTRIDGE	HP92295A	280-003	A
JM-61	REFIGRATOR RACK	NONE	280-003	A
JM-62	GE MOTOR	5KCP4PJN9004S	280-003	A
JM-63	DAYTON VACCUM	4TR12A	280-003	A
JM-64	BOX OF MISC. PARTS	NONE	280-003	A
JM-65	13 MEAL TRUCK HINGES	NONE	280-003	A
JM-66	CRAFTSMAN 6.5 16 GALLON WET/DRY VAC	338.17923	280-003	A
JM-67	HANDICAP SHOWER SEAT	NONE	280-003	A
JM-68	4 DRAWER FILE CABINET	NONE	280-003	A
JM-69	BOX OF VARIOUS TV REMOTES	NONE	280-003	A
JM-70	GRAY OFFICE CHAIR NO BACK	NONE	280-003	A
JM-71	LESSON MOTOR	U757637	280-003	A
JM-72	3 UNDER CARRIAGE MIRRORS W/WHEELS	NONE	280-003	A
JM-73	BOX OF ASSORTED TOOL AND SOCKETS	NONE	280-003	A
JM-74	1 BOSTON 2612 PAPER CUTTER	NONE	280-003	A
JM-75	BROKEN STAPLE	NONE	280-003	A
JM-76	GRAY EXECUTIVE CHAIR W/ARMS	NONE	280-003	A
JM-77	1 ARM HANDICAP WALKER	NONE	280-003	A
JM-7845	12 WAHL CLIPPERS	M#850	280-003	A

JM-7854	ROYAL PAPER SHREDDER	VF1012MX	280-003	A
JM-7890	SYLVANIA VCR M#SSV6003	V3368376	280-003	A
JM-8031	HEINE EN80	O/3548	280-003	A
JM-8040	ASSTORTED BINS	NONE	280-003	A
JM-8059	2 DRAWER BIN	NONE	280-003	A
JM-8068	UNICO POWER SPIN FX CENTREIFUGE	M#C806	280-003	A
JM-8077	UNICO POWER SPIN FX CENTREIFUGE	M#C806	280-003	A
JM-8086	DIGITAL BLOOD PRESSURE MONITOR	3021211858	280-003	A
JM-8111	TV RCA	DO33DD1PJ	280-003	A
JM-8139	4 DRAWER LATERAL CABINET	NONE	280-003	A
JM-8148	13 SS MEAL TRUCK DRAWERS	NONE	280-003	A
JM-8157	BLOOD PRESSURE MONITOR	BD-A20	280-003	A
JM-8166	BLACK AND DECKER	#7604	280-003	A
JM-8175	DIGITAL BLOOD PRESSURE MONITOR	3021211855	280-003	A
JM-818	RED MILWAUKEE EMPTY JIG SAW CASE	NONE	2802	A
JM-8184	DAYTON WORKING LIGHT	JM*3	280-003	A
JM-8193	LEESON MOTOR	M4S17DB39A	280-003	A
JM-8200	LESSON MOTOR	M4S17DB39A	280-003	A
JM-8219	LESSON MOTOR	M4S17DB39A	280-003	A
JM-8228	NEBULIZER PULMOMATE	D3050650	280-003	A
JM-8237	4 ASST. SCREWDRIVERS	NONE	280-003	A
JM-8255	HAMMER END NO HANDLE	NONE	280-003	A
JM-8255	4 ASST SOCKET ENDS	NONE	280-003	A
JM-8273	MEAT SLICER BACK	NONE	280-003	A
JM-8282	MEAT SLICER BACK	NONE	280-003	A
JM-8291	TORGUE WRENCH	NONE	280-003	A
JM-8308	3/8 DRIVE RACHETT ACTION	77JA	280-003	A
JM-8317	3/8 DRIVER RACHETT HERBRAND	32000	280-003	A
JM-8326	5 ASST. OPEN ENDED WRENCHES	NONE	280-003	A
JM-8335	2 PLIERS	NONE	280-003	A
JM-8344	2 HACHSAWS	NONE	280-003	A
JM-8362	ACME TOOL COI. DAQ SANDER	NONE	280-003	A
JM-8371	BLUE POINT AT300A	NONE	280-003	A
JM-8380	JITTER BUG SANDER/CAMPBELL TL1005	H4006362	280-003	A
JM-8399	MASTER CRAFT JIDSAW	M105-109	280-003	A
JM-8406	ANGLE GRINDER	S1M115A	280-003	A
JM-8415	DURABRAND TV	BH2004D	280-003	A

JM-8424	DURABRAND DTV	O65270814165	280-003	A
JM-8442	ARROW FASTENER M#ET-56	NONE	280-003	A
JM-8488	EXTENSION WET VACCUM	NONE	280-003	A
JM-8497	TAMRON LENS VIDICON	682921	280-003	A
JM-8504	TAMRON LENS VIDICON	682722	280-003	A
JM-8531	TAMRON LENS VIDICON	756533	280-003	A
JM-8540	TAMRON LENS VIDICON	756874	280-003	A
JM-85451	BLACK AND DECKER DELUXE ROUTER	NONE	280-003	A
JM-8559	MARATHON ELECT MOTOR	M#A50754D5589B	280-003	A
JM-8568	30 BOGEN VRS-1	NONE	280-003	A
JM-9	RED MILWAUKEE EMPTY CIRCLR SAW CSE	NONE	2802	A
M113	CRAFTSMAN 8" TABLE SAW-SEARS	5107.M0434/M#113.221610	2802	A
M360	EUROCLEAN EWD -315 M#GWD360	9921002785	2802	A
M4469	EUREKA COMPANY VACCUM M#4469	9921022785	2802	A
MA094-01	12 PLAIN DOOR W/KNOBS	NONE	1601	A
MA094-02	1 PLAIN DOOR W/O KNOBS	NONE	1601	A
MA094-03	1 PLAINDOOR W/KNOB PADLK	NONE	1601	A
MA094-04	5 DESIGNER DOOR W/O KNOBS	NONE	1601	A
MA094-05	2 DESIGNER DOOR W/ KNOBS	NONE	1601	A
MA094-06	2 DESIGNER DOOR W/KBS PDLK	NONE	1601	A
MA094-07	UTILITY DOOR	NONE	1601	A
MA094-08	6 LIGHT FIXTURES	NONE	1601	A
MA094-09	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2607	1601	A
MA094-10	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2607	1601	A
MA094-11	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2807	1601	A
MA094-12	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2807	1601	A
MA094-13	NOBRAND JACUZZI TUB 0923300P2607	374HS7280	1601	A
MA094-14	LRG FIBERGLASS NOBRAND JACUZZI	NONE	1601	A
ME000049	DELL OPTIPLEX GX 270	B989P31	180	A
ME000218	RICOH PRINTER	Q15550200154	1601	A
ME00039	DELL TOWER	4HV8P31	1601	A
ME00080	DELL TOWER	FPZNV31	1601	A
ME001045	CAPTURE COLOR SURVELLIANCE 4 CHANNEL	M1020008	160	A
N/A	BLACK DEWALT-DRILL EMPTY CASE	NONE	2802	A
NO# MISC	PANASONIC KX-FA65 FAX FILM	NONE	1601	A

AI-15283 **15.A.7.**

Surplus of TOP SOIL/FILL DIRT-Sale/Exchange Removal and Hauling from Aguilar Detention Basin Pct.#4

CC REGULAR

Date:	05/05/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

A. Requesting authority to surplus approximately 84,300 cubic yards of TOP SOIL and 331,600 cubic yards of FILL DIRT to be excavated at the County owned forty (4) acres tract, also known as, Aguilar Detention Basin located on the corner of Dillon & Curry Roads for the purposes of disposition through sealed bids (for sale or exchange) in connection with the "San Carlos Drainage Improvements Project" #2009-210-OGG;

B. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the sale or exchange for removal and hauling of top soil & fill dirt to be excavated at the 40 acre tract, aka, Aguilar Detention Basin in connection with the "San Carlos Drainage Improvements" project #2009-210-OGG.

BACKGROUND

Proposed project is to receive bids for removal of soil from Aguilar Detention Basin in Precinct #4 "San Carlos Drainage Improvement Project" at location as per attached map.

Fiscal Impact

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

BUDGETARY IMPACT:

It is anticipated/projected that the the sale of the soil/dirt along with the hauling expense to the prospective bidders will result in no fiscal impact to Hidalgo County.

Attachments

Link: 09-210

Link: 09-210

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/01/2009 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	05/01/2009 01:00 PM	APRV

3	Manuel Chapa	Manuel Chapa	05/01/2009 04:32 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Oscar Garza Started On: 04/30/2009 03:24 PM

Final Approval Date: 05/01/2009

EXHIBIT "A"
SPECIFICATIONS
HIDALGO COUNTY PRECINCT NO. 4
"REMOVAL OF EXCAVATED SOIL FROM AGUILAR DETENTION BASIN"
BID NO.: 2009-210-00-00-OGG

The following are the minimum specifications for **"(Removal of Excavated Soil from Aguilar Detention Basin)"**.

PROJECT OVERVIEW:
Hidalgo County Precinct #4 is in the process of excavating approximately 40 acres of soil to be removed and hauled out of the proposed Aguilar Detention Basin. Location of Aguilar Detention Basin is on the corner of Dillon & Curve Roads in Edinburg, Texas.
Proposed bid will be based on removal of approximately 84,300 cubic yards of **TOP SOIL** and approximately 331,600 cubic yards of **FILL DIRT** for an approximate combined total of 415,900 cubic yards.

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Precinct No. 4 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant meeting all requirements on a "Per Cubic Yard" bid price payable to Hidalgo County.

Term of contract will be until project completion of excavated soil on proposed 40 acre tract, as identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis payable $_____ to Hidalgo County.
2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.
3. **Bid Award:** Bid award will be to the best bid meeting all requirements. 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 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. **Contract Terms:** 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.
5. Hidalgo County Precinct #4 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Precinct #4 determines it is in its best interest to do so.
6. The bidder(s) awarded the contract **cannot** engage the services of a subcontractor **without prior written consent of Hidalgo County** for the 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 as outlined in Exhibit "C".
7. **Equipment:** requesting a minimum of Six (6) Tandem Trucks available for proposed by to Hidalgo County Precinct No.4. Please note the make, year, model on Exhibit "D"

8. **Time of completion** for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 4; proposed soil must be hauled out as per scheduling in accordance with project Director.

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this____day of_____, **200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (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 agree that this Contract is entered into in order to provide the Services to locations at _____. 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 **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be in accordance to work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 4; proposed soil will be loaded by Precinct No. 4 and awarded vendor is responsible for soil to be hauled out as per scheduling and in accordance with project Director; project termination will be upon completion.

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 Vendor agrees to pay Hidalgo County the amounts specified in Exhibit "A" and "B" attached hereto.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200__.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

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

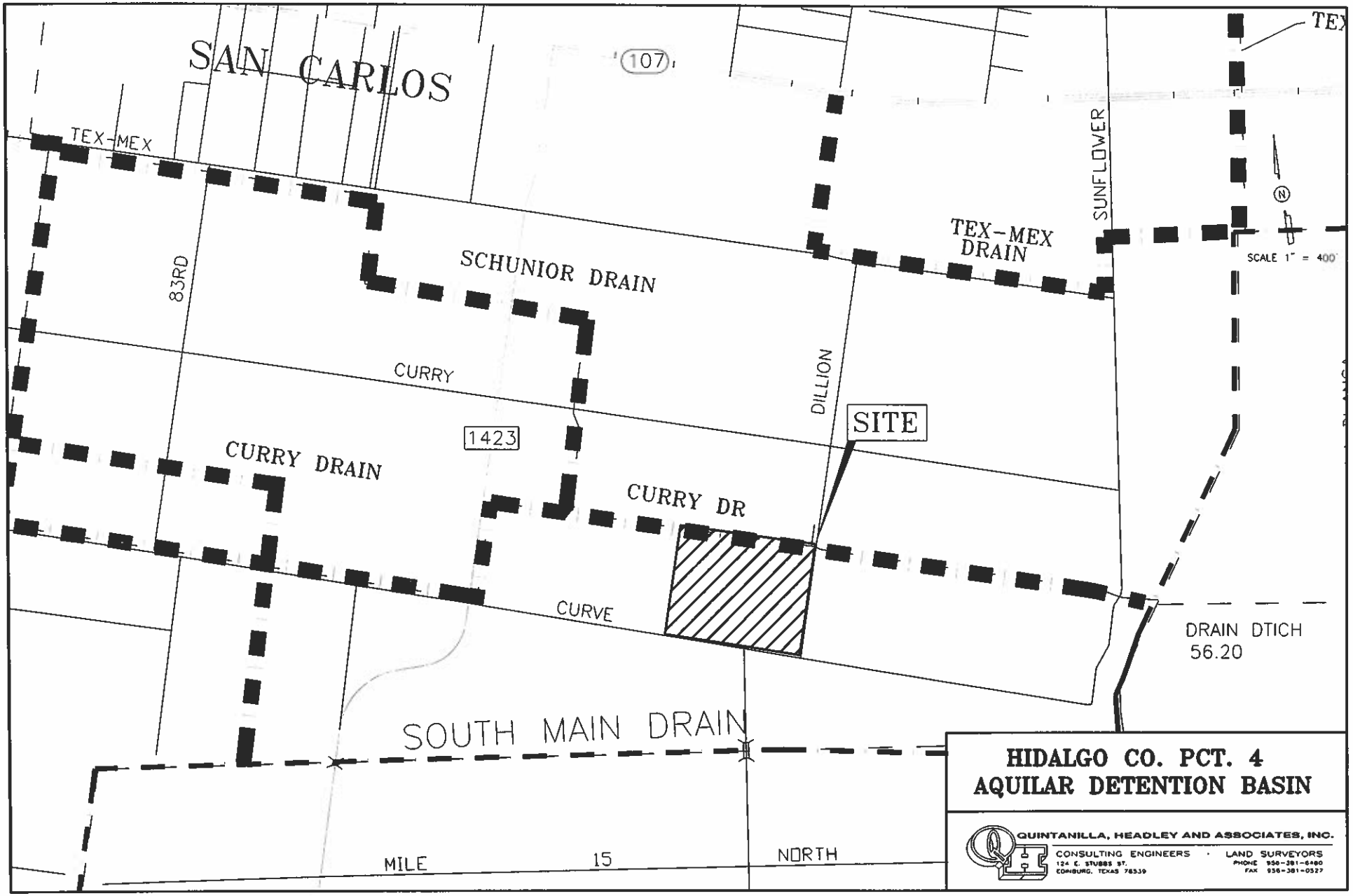
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT


SAN CARLOS
107
TEX-MEX
83RD
SCHUNIOR DRAIN
TEX-MEX DRAIN
SUNFLOWER
SCALE 1" = 400'
CURRY
DILLION
SITE
1423
CURRY DRAIN
CURRY DR
CURVE
DRAIN DTICH
56.20
SOUTH MAIN DRAIN
MILE
15
NORTH
HIDALGO CO. PCT. 4
AQUILAR DETENTION BASIN
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
CONBURG, TEXAS 78539
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, April 29, 2009 4:23 PM
To: 'Alfonso Quintanilla'
Subject: RE: Pct. No.4 Aguilar Pond

Thank you...If I need anything else I will let you know.

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Wednesday, April 29, 2009 4:14 PM
To: Oscar Garza
Subject: Pct. No.4 Aguilar Pond

The top soil amount is approximately 84,300.00 cubic yards.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, April 29, 2009 11:33 AM
To: 'Alfonso Quintanilla'
Subject: RE: Total Amount of Cubic Yards to be removed from the Aguilar Properties

Alfonso thank you for that information; also can you please provide me with a map of the exact location as I need to include it as part of the bid packet.

Thank you,

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Wednesday, April 29, 2009 11:09 AM
To: Oscar Garza
Subject: Re: Total Amount of Cubic Yards to be removed from the Aguilar Properties

Oscar,

The amount is approximately 415,900 cubic yards.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

--- On **Wed, 4/29/09, Oscar Garza** <*oscarg.garza@co.hidalgo.tx.us*> wrote:

> From: Oscar Garza <oscarg.garza@co.hidalgo.tx.us>
> Subject: Total Amount of Cubic Yards to be removed from the Aguilar Properties
> To: alfonsoquintanilla@sbcglobal.net
> Date: Wednesday, April 29, 2009, 10:52 AM
>
> Alfonso as per our conversation yesterday do you have the figures for cubic yards to be removed from the proposed 40 acre tract for the Aguilar Properties?
>
> Thank you,



Oscar Garza. Procurement Specialist
2802 So Bus. Hwy 281

From: Alfonso Quintanilla [alfonsoquintanilla@sbcglobal.net]
Sent: Friday, May 01, 2009 11:16 AM
To: oscarg.garza@co.hidalgo.tx.us
Subject: Pct. No.4 Aguilar Pond

Oscar, the weight of the dirt is approximately 1.25 ton per cubic yard. Thank you.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

AI-15205 **15.A.8.**

Abandoned & Unclaimed items from DPS McAllen

CC REGULAR

Date:	05/05/2009
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Pursant to Texas Code of Criminal Procedure Article 18.17(c), requesting authority to advertise (on the behalf of the Texas Department of Public Safety) for the Abandoned and Unclaimed items as detailed on Exhibit "A"attached here to.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Available balance as of 04-30-09 $36,926.75

Attachments

Link: Abandoned and Unclaimed for McAllen DPS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2009 02:12 PM	APRV
2	Budget & Management	Veronica Lopez	04/29/2009 04:15 PM	APRV
3	Veronica Lopez	Veronica Lopez	04/30/2009 09:10 AM	APRV
4	Lisa Vela	Lisa Vela	04/29/2009 04:07 PM	NEW

Form Started By: Lisa Vela Started On: 04/27/2009 01:00 PM

Final Approval Date: 05/01/2009

April 27, 2009

Items listed below are Abandoned and Unclaimed

From: Texas Department of Public Safety - McAllen, Texas

1. U. S. Currency
2. One (1) Money Order
3. One (1) cap
4. One (1) phone card
5. One (1) utility knife with blades
6. One Lip balm
7. One (1) Boost Cellular phone
8. One (1) Dell Laptop Model D610

AI-15245 **15.B.1.**

Pct. 1-Cease Negotiations of Engineering Prof Svc Agreement
CC REGULAR

Date:	05/05/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Pursuant to a directive by a Staff member of Precinct #1, presentation for discussion, consideration and action to cease contract negotiations with the #1 ranked and selected firm for Professional Engineering Services with "L & G Engineering" (previously approved by CC on 09/30/08) in connection to "C.I.P Projets", due to currently under contract with engineering firm providing professional engineering services for "Various R&B and C.I.P Projects" for Pct. #1 (Contract # C-08-389-10-28).

BACKGROUND

CC minutes of 09/30/08-Ranking/Selection
Email response from Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance as of 04-30-09 $175,026.91

Attachments

Link: CC Mins 09/30/08--Ranking/Selection-L&G Engineering-Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/30/2009 01:11 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 01:37 PM	APRV
3	Veronica Lopez	Veronica Lopez	04/30/2009 02:41 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Letty Saenz — Started On: 04/29/2009 03:18 PM

Final Approval Date: 05/01/2009

Leticia Saenz

Subject: FW: CIP Proj-Ranking/Selection-CC 09/30/08

From: noe.montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Monday, April 27, 2009 10:19 AM
To: 'Leticia Saenz'
Subject: RE: CIP Proj-Ranking/Selection-CC 09/30/08

As per our telephone conversation please go ahead and cease negotiations w/ L & G since we had already initiated a contract for r&b and cip on an as needed basis.

AI-11427 **19.B.3.**

SOQ - ENGINEER SERVICES

CC REGULAR

Date: 09/30/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services for Hidalgo County Precinct No 1;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Hidalgo County Precinct No 1 in connection with CAPTIAL IMPROVEMENT PROJECTS;

1st. R+G ; 2nd. Tedsi ; 3rd. Doo Logistics ;

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of R+G Eng for the provision of Engineering Services for the Hidalgo County Precinct No 1 in connection with CAPITAL IMPROVEMENT PROJECTS;

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services for Hidalgo County Precinct No 1;

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County Precinct No 1 in connection with FM 493 from Business 83, South to US 281;

1st. R+G ; 2nd. Tedsi ; 3rd. Doo Logistics ;

F. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of R+G Eng. for the provision of Engineering Services for the Hidalgo County Precinct No 1 in connection with FM 493 from Business 83, South to US 281.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

CO's 2006- Pct. 1- Roads- Available Balance as of 9-26-08 $382,042.92.

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2008 05:45 PM	APRV
2	Budget & Management	Veronica Lopez	09/26/2008 07:41 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/26/2008 07:46 AM	APRV
4	Auditor's Office		09/26/2008 06:03 PM	PEND

Form Started By: Laura Moya Started On: 09/25/2008 03:17 PM

Final Approval Date: 09/26/2008

HIDALGO COUNTY Precinct No 1

FOR

Capital Improvement Projects Engineer Services

GRID

Engineer Firms

	L & G Engineer	TEDSI Infrastructure	DOS Logistics
Evaluator No 1	**98**	**93**	**90**
Total Scores			
RANKING by Commissioner's Court			

AI-15266 **15.B.2.**

Pct. #1-Professional Appraisal Services For Various Road & Bridge and CIP Projects

CC REGULAR

Date:	05/05/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Requesting approval of a professional appraisal services agreement with Leonel Garza, Jr. & Associates, LLC for the purposes of appraisal services for the "Various Road & Bridge and CIP Projects" on an "As Needed Basis" for Hidalgo County Precinct #1 and (as selected for negotiations through County's protocol from the "Pool" of appraisers by C.C. on 03/24/09), and (as approved by legal counsel).

BACKGROUND

C-09-169-05-05-Leonel Garza, Jr. & Associates

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** R & B and CIP funds

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

BUDGETARY IMPACT:

Appraisal Svcs contract will be for Various Road & Bridge and CIP Projects requiring this service on an as needed basis.

Possible funding source(s) object code is 339, please refer to attached expense report for funding availability.

Attachments

Link: CONTRACT DOCUMENTATION

Link: Pct. 1 expense report as of 4-30-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2009 05:34 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 08:22 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2009 01:20 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Vangie Garcia Started On: 04/29/2009 05:10 PM

Final Approval Date: 05/01/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-169-05-05

THIS AGREEMENT is made effective the 5th day of May, 2009, by and between the COUNTY OF HIDALGO, TEXAS, ("County") and LEONEL GARZA, JR. & ASSOCIATES, L.L.C. ("Appraiser")

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for the "Various Road & Bridge and Capital Improvement Plan (CIP) Projects" (on an as needed basis) located within HIDALGO COUNTY PRECINCT NO. 1; and

WHEREAS, the County has determined that the services of Professional Appraiser are sometimes necessary to carry out the required appraisal activities; and

WHEREAS pursuant to Texas Government Code Article 2254.002, (the ATexas Professional Services Procurement Act@), the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. The Appraiser will provide to County the services described in Exhibit "A" as, attached hereto and entitled "Services to be performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein.

The Appraiser will not begin work or incur costs until authorized in writing by the County with each "Work Authorization".

3. **Method of Payment.** Payments to the Appraiser for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "Work Authorization") in accordance with Paragraph 4 herein. For each Work Authorization, the Appraiser shall prepare and submit to the County monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "Request for Payment"). The progress report shall indicate the percent completion of the work accomplished by the Appraiser during the billing period and to the date of the Request for Payment. On or before noon of the first Monday of each month during the performance of the services, the Appraiser shall submit to the County for approval a Request for Payment. Payment of the lump sum fee for each Work Authorization identified in the Request for Payment will be in proportion to the percent completion of the work tasks identified in such Work Authorizations together with a detailed breakdown of the amount and the sum of all prior payments. The County shall review each such Request for Payment and may make such exceptions as the County reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the County meets approving such payment, the County shall make payment to the Appraiser in the amount approved as aforesaid subject to Paragraph 4 herein and below.

If the Project, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the Appraiser by the County for the Project or such portions of the project shall be only the amounts paid the Appraiser for actual work performed in accordance with the Work Authorization(s) approved by the County.

Final Payment. After final completion of the work and acceptance thereof by the County the

Appraiser shall submit a final request for payment ("Final Request for Payment") which shall set forth all amounts due and remaining unpaid to the Appraiser and upon approval thereof by the County, the County shall pay to the Appraiser the amount due ("Final Payment") under such Final Request for Payment in accordance with the provisions of Paragraph 4 hereof. The Final Payment shall not be made until the Appraiser delivers to the County an affidavit that so far as the Appraiser has knowledge or information any and all amounts due for materials and services over which the Appraiser has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the County shall not be obligated to make any payment (whether a payment under Paragraph 4 hereof or Final Payment) to the Appraiser hereunder if any one or more of the following conditions precedent exist:

(1) The Appraiser is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the Appraiser's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the Appraiser's services which were performed in accordance with this Agreement.

(3) The Appraiser has failed to make payments promptly to consultants or other third parties used in connection with the Project for which the County has made payment to the Appraiser;

(4) If the County, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Appraiser's services in accordance with this Agreement, no additional payments will be due the Appraiser hereunder unless and until the Appraiser, at its sole cost, performs a sufficient portion of the Appraiser's services so that such portion of the compensation then remaining unpaid is determined by the County to be sufficient to so complete the Appraiser's services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Appraiser's services to which such partial payment related or relieves

the Appraiser of any of its obligations hereunder with respect thereto.

The Appraiser shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Appraiser's services.

Waiver. The making of the Final Payment shall constitute a waiver of all claims by the County except those arising from (1) faulty or defective services of the Appraiser appearing after completion of the Project. (2) failure of the Appraiser 's services to comply with the requirements of this Agreement or any 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 Appraiser except those previously made in writing and identified by the Appraiser as unsettled at the time of the Final Request for Payment.

4. Work Authorization. After execution of this Agreement, the Appraiser shall proceed with the work outlined under Article 2 hereof, only as authorized by the County through an agreed Work Authorization document in the form identified in EXHIBIT "D"- *Work Authorization Form*, attached hereto and made a part of this Agreement. The Appraiser will identify, as approved by the County, the needed services for the Project, as required through the course of the development to the Project. The County shall authorize the Appraiser to perform one or more of the agreed tasks identified in EXHIBIT "A", attached hereto, in the form of individual work authorizations. Upon authorization from the County, the Appraiser will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the County and the Appraiser. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in EXHIBIT "B", attached hereto. The Work Authorizations shall not waive the County's and the

Appraiser's responsibilities and obligations established in this Agreement.

The estimated cost proposal for each Work Authorization, developed by the Appraiser and approved by the County shall be used by the County to appropriate a purchase order for the Work Authorization. Each executed Work Authorization shall become a part of this Agreement. Upon satisfactory completion of the Work Authorization, the Appraiser shall submit the Project's deliverables as specified in the executed Work Authorization to the County for review and acceptance.

Work included in a Work Authorization shall not begin until the County and the Appraiser have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization, unless extended by written agreement by the Appraiser and the County. The Appraiser shall promptly notify the County of any event that will affect completion of the Work Authorization. All Work Authorizations must be executed and completed by both the Appraiser and the County within the period established for this Agreement.

The final acceptance by the County of each Work Authorization for the Project shall serve as evidence of completion, on the part of the Appraiser of all services under this Agreement insofar as they pertain to that portion of work on the Project identified in the applicable work authorization.

5. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a

requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the Agreement period to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the Agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the Work Authorization or the Agreement. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit AB,@

ABasis for Payment.@ If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this Agreement.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Agreement. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the Appraiser.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit ACe, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser may not assign the obligations or rights under this agreement to any person without the prior written consent of the County.

14. Conflict. 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 Agreement, 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.

15. Termination by County. If, Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This 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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

18. Venue. 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.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by

registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement including the Work Authorization Form attached hereto as Exhibit AD@.

23. Binding Agreement. 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.

24. Gender. 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

25. Authority. The execution and performance of this Agreement by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2009.

COUNTY OF HIDALGO, TEXAS

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

APPRAISER:

By:_____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"Real Estate Appraisers"
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements, consisting of 6 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Exhibit "E"- Proposer's Affidavit Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying for "Real Estate Appraisers and Surveyors, consisting of 1 page.
8. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 pages.
9. Proposer/Vendor Application, Historically Underutilized Business (HUB) Declaration and Request for Taxpayer Identification Number and Certification (W-9). consisting of 6 pages.
10. Documentation Required on Bldg. & Road & Bridge Construction Projects, Attachment A, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

Martha L. Salazar, CPPB-Purchasing Agent

December 29, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

_____

_____

_____

_____

Re: HIDALGO COUNTY
Request For Qualifications - **"Real Estate Appraisers"** (Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFQ No: 09-029-01-14	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 x-4859

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Real Estate Appraisers
(Including all Funding Sources, Programs and Entities)

ACCEPTANCE DATE: JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

1. Sealed Statements of Qualifications will be received for " Real Estate Appraisers -Hidalgo County" ,(Including all Funding Sources, Programs and Entities) in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies, and two (2) CD in PDF Format of all RFQs are required, with the vendor's name and 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, REQUEST FOR QUALIFICATIONS 09-029-01-14-otm- " Real Estate Appraisers-Hidalgo County" and in County's Purchasing Department, 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, January 14, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ. Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, January 07, 2009, 2005 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by Friday, January 09, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal 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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy 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 completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" Real Estate Appraisers -Hidalgo County"**
  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:

Ray Eufracio, County Auditor

Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, TX 78539
Attn: Accounts Payable (956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	January 14, 2009
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~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 and 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 participants 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 a proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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.~~

17. 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 therefor 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.

18. 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer'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.

20. Proposals, 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.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- 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.

22. Successful proposer 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 proposer'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.

23. Any contract award to a successful proposer 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.

24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

26. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

27. 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.

28. The successful proposer 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.

29. Proposers shall provide with the proposal 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.

30. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Real Estate Appraisers-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-029-01-14-otm

JANUARY 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS
(Including all Funding Sources, Programs and Entities)

RFQ No: 2009-029-01-14-otm

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "AS NEEDED BASIS" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Appraisers will be for a period ending February 8, 2010.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "REAL ESTATE APPRAISERS -HIDALGO COUNTY" (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, JANUARY 14, 2009 . ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ NO. 2009-029-01-14-otm - "REAL ESTATE APPRAISERS - HIDALGO COUNTY".

Deliver Submittal to:

RFQ Number: 2009-029-01-14-otm

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, JANUARY 07, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, JANUARY 09, 2009.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submissions is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period ending February 8, 2010, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies, and two (2) CD in PDF Format** of the RFQ shall be submitted to the address on the cover letter.

Understanding of Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues of concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

A. Scope of Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and / or licensed trainee which aided in the process. Four additional copies will be furnished.

2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 1999 Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally

signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.

5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with the state seal
2. History certification from the Texas Appraiser Licensing & Certification Board.
3. General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and the summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: **Hidalgo County requires one (1) original submittal and seven (7) copies, and two (2) CD in PDF Format.**

SECTION III SELECTION / EVALUATIONS

SELECTION /EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form".

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness:

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2. Firm Capabilities:

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing:

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer

5. Meets minimum Hidalgo County Insurance Requirements

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners' Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioners' Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purposes of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATIONS PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fee;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

RFQ SUBMITTED TO: **An original and seven (7) copies, and two (2) CD in PDF Format.**
of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

RFQs must be submitted by no later than **9:30 a.m. on Wednesday, JANUARY 14, 2009.**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS

RFQ No. 2009-029-01-14-otm

EVALUATION CRITERIA GUIDELINES

RFQ Evaluation & Scoring Criteria

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1.	Responsiveness:	**Total Points Possible**	30 points

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity - Brevity
F. Degree of Interest

2.	Firm Capabilities:	**Total Points Possible**	45 Points

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeliness of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3.	Staffing:	**Total Points Possible**	15 Points

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

4.	Equal Opportunity Employer	**Total Points Possible**	05 Points
5.	Meets minimum Hidalgo County Insurance Requirements	**Total Points Possible**	05 Points
		Grand Total	100 Points

Hidalgo County

Real Estate Appraisers - Hidalgo County
RFQ No. 2009-029-01-14-otm

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness:	30	_____
2. Firm Capabilities:	45	_____
3. Staffing:	15	_____
4. Equal Opportunity Employer	05	_____
5. Meets minimum Hidalgo County Insurance Requirements	05	_____
Total Score		_____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Provider: _____
Evaluator: _____ **Date:** _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). 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.

ACORD

CERTIFICATE OF INSURANCE

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

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

OTHER

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and 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 YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the onginally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 2006

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 contract 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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)

- ☐ 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

- ☐ 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?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

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?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,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): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
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 (as shown on your income tax return)

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.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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
__ - _____

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 ► Date ►

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 to Form W-9 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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is r ɔt held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

EXHIBIT A

SERVICES TO BE PROVIDED BY APPRAISER

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

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Vangie Y Garcia	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	4 Pages
Phone:	(956) 292-7000 ext 4856	**Date Submitted:**	April 22, 2009
Re:	**Appraisal Proposal – Precinct No. 1**	**CC:**	

Mrs. Garcia:

As per fax from Vangie Y Garcia on April 27, 2009, our office is pleased to present our bid proposal for appraising the Various Road & Bridge and Capital Improvement Plan (CIP) Projects (on an as needed basis) for Hidalgo County Precinct # 1. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost — **= $ 2,000.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County precinct # 1 Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 1,000.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

April 22, 2009

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the Hidalgo Precinct No. 1. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Right of Way Department as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Right of Way Department prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"

APPRAISER'S FEE SCHEDULE

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

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Vangie Y Garcia	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	4 Pages
Phone:	(956) 292-7000 ext 4856	**Date Submitted:**	April 22, 2009
Re:	**Appraisal Proposal – Precinct No. 1**	**CC:**	

Mrs. Garcia:

As per fax from Vangie Y Garcia on April 27, 2009, our office is pleased to present our bid proposal for appraising the Various Road & Bridge and Capital Improvement Plan (CIP) Projects (on an as needed basis) for Hidalgo County Precinct # 1. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

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Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
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Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

Evangelina Garcia

From: Leonel3@aol.com
Sent: Thursday, April 23, 2009 3:23 PM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Re: FW: Best And Final Offer - Proposal Received For: Appraisal Services For ...

Evangelina:

Our fees indicated on the proposal are my best and final offers of which are the same for each county entity. Our fees for the Texas Department of Transportation for similar services range from $2,250 to $3,500 per parcel. We will be faxing something to you in a few moments.

Thank you.

Leonel Garza III
Leonel Garza Jr. & Associates LLC
1419 Dove Avenue, McAllen, TX 78504
(956) 687-7295 (Office)
(956) 687-9236 (Fax)

In a message dated 4/23/2009 11:47:49 A.M. Central Daylight Time, evangelina.garcia@co.hidalgo.tx.us writes:

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 23, 2009 11:27 AM
To: 'Leone13@aol.com'
Cc: 'joseph.palacios@co.hidalgo.tx.us'; 'noe.montez'
Subject: Best And Final Offer - Proposal Received For: Appraisal Services For "Various Road & Bridge and Capital Improvment Plan (CIP) Projects
Importance: High

Mr. Garza,

Please review the attached request for further details and I will also be faxing this information. Should you have any questions and or require additional information, please do not hesitate to contact me at the following listed number.

Vangie Y. Garcia, Contract's Manager

2802 S. Business Hwy. 281

New Administration Building

Edinburg, Texas 78539

EXHIBIT C
INSURANCE REQUIREMENTS

From: HRH of McAllen To: Letty Page: 2/3 Date: 2/11/2009 3:15:36 PM
Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/09

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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty Insurance Company	
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	PAS42769324	11/14/08	11/14/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		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	$
B		OTHER Professional	S70710200	04/10/08	04/10/09	$1,000,000 Ea Claim $7,500 Deductible Retro Date 4/10/07	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
100 S 10th
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
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.

EXHIBIT D

WORK AUTHORIZATION FORM

HIDALGO COUNTY
Professional Appraisal Services
Agreement
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, (Name of Firm), professional appraiser of _____, Texas, hereinafter called "**Appraiser**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the Appraiser to provide_____.

The scope of services to be provided by the **Appraiser** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Appraiser* attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "B".

PART 3. PAYMENT
Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization*** or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided

under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _____, Commissioner, Oscar L. Garza as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. _____

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE APPRAISER:
(FIRMS NAME)

_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-432-00-121-001-0-339	PCT1 SANITATION-OTHER PROF SRV	.00	1,900.00	.00	.00	1,900.00	.00
1100 GENERAL FUND		**.00**	**1,900.00**	**.00**	**.00**	**1,900.00**	**.00**
1201 R&B PRECINCT 1							
9-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	20,000.00	22,000.00	4,807.80	11,100.00	6,092.20	72.31
1201 R&B PRECINCT 1		**20,000.00**	**22,000.00**	**4,807.80**	**11,100.00**	**6,092.20**	**72.31**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	.00	700.00	500.00	.00	200.00	71.43
1211 PARKS PRECINCT 1		**.00**	**700.00**	**500.00**	**.00**	**200.00**	**71.43**
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	.00	319.12	.00	.00	319.12	.00
9-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	.00	1,465.93	.00	.00	1,465.93	.00
9-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	.00	751.59	.00	.00	751.59	.00
9-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	.00	1,068.69	.00	.00	1,068.69	.00
9-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	.00	1,149.37	.00	.00	1,149.37	.00
9-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	.00	1,591.14	.00	.00	1,591.14	.00
9-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	.00	1,253.35	.00	.00	1,253.35	.00
9-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	.00	1,253.35	.00	.00	1,253.35	.00
9-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	.00	1,750.54	831.59	745.14	173.81	90.07
9-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	.00	1,379.08	678.89	700.19	.00	100.00
9-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	.00	289.43	.00	.00	289.43	.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**12,271.59**	**1,510.48**	**1,445.33**	**9,315.78**	**24.09**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.00	775.24	775.24	.00	.00	100.00
9-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	.00	1,909.42	1,909.42	.00	.00	100.00
9-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	.00	779.62	779.62	.00	.00	100.00
9-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	.00	1,310.60	100.13	1,210.27	.20	99.98
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	.00	270.04	270.04	.00	.00	100.00
9-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	.00	360.35	354.06	.00	6.29	98.25
9-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	.00	1,437.46	1,437.46	.00	.00	100.00
9-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	.00	1,794.82	1,794.82	.00	.00	100.00
9-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	.00	1,483.46	1,478.10	.00	5.36	99.64

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	.00	816.05	404.41	370.59	41.05	94.97
9-1311-431-00-121-368-0-339	LA BLANCA HEIGHTS-OTHER PROF SRV	.00	602.86	.00	.00	602.86	.00
9-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	.00	3,038.30	1,026.68	.00	2,011.62	33.79
9-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
9-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
9-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	.00	5,108.00	5,108.00	.00	.00	100.00
9-1311-431-00-121-577-0-339	RC BABB #3-OTHER PROF SRV	.00	5.42	.00	.00	5.42	.00
9-1311-431-00-121-631-0-339	ROSEDALE HEIGHTS-OTHER PROF SRV	.00	1,177.32	.00	.00	1,177.32	.00
9-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	.00	1,298.84	1,298.84	.00	.00	100.00
9-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	.00	8,881.81	6,583.00	.00	2,298.81	74.12
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**.00**	**33,333.53**	**25,603.74**	**1,580.86**	**6,148.93**	**81.55**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	13,669.16	13,669.16	.00	.00	100.00
9-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,800.93	2,800.93	.00	.00	100.00
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	2,184.84	.00	.00	100.00
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	1,932.84	.00	.00	100.00
9-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,707.18	1,707.18	.00	.00	100.00
9-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	3,179.12	3,179.12	.00	.00	100.00
9-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,638.56	1,638.56	.00	.00	100.00
9-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	9,057.42	9,057.42	.00	.00	100.00
9-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,645.44	1,645.44	.00	.00	100.00
9-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,427.34	3,427.34	.00	.00	100.00
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,087.00	3,087.00	.00	.00	100.00
9-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	.00	3,005.54	.00	.00	3,005.54	.00
9-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	5,348.86	5,348.86	.00	.00	100.00
9-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	2,076.67	2,076.67	.00	.00	100.00
9-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	5,982.38	5,982.38	.00	.00	100.00
9-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,496.78	1,496.78	.00	.00	100.00
9-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,238.06	1,238.06	.00	.00	100.00
9-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,691.64	3,691.64	.00	.00	100.00

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 3							
9-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	1,075.17	1,075.17	.00	.00	100.00
9-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	2,284.33	2,284.33	.00	.00	100.00
9-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	3,319.28	3,319.28	.00	.00	100.00
9-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	8,739.01	8,739.01	.00	.00	100.00
9-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	6,329.26	6,329.26	.00	.00	100.00
9-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	3,129.98	3,129.98	.00	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**92,046.79**	**89,041.25**	**.00**	**3,005.54**	**96.73**
9 YEAR		**20,000.00**	**162,251.91**	**121,463.27**	**14,126.19**	**26,662.45**	**83.57**

AI-15252 **15.C.1.**

Proposal from Milliman

CC REGULAR

Date:	05/05/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Budget & Management

Information

CAPTION

Pursuant to current agreement with Milliman, presentation for discussion, consideration, acceptance and approval of a proposal to conduct reserve calculations for Hidalgo County's Health Plans in an amount not to exceed $9,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2201-415-00-115-009-0-311

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

BUDGETARY IMPACT:

Funding is pending transfer (AI-15276) in the amount of $9,000.00.

Attachments

Link: Back Up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/29/2009 05:07 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 08:07 AM	APRV
3	Dale Kennan	Dale Kennan	04/30/2009 01:21 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marty Salazar — Started On: 04/29/2009 04:08 PM

Final Approval Date: 05/01/2009

Milliman

333 Clay Street
Suite 4330
Houston, TX 77002
USA

Tel +1 713 658 8451
Fax +1 713 658 9656

milliman.com

April 1, 2009

Via e-mail

Mr. Rey Salazar
Hidalgo County
100 E. Cano
Edinburg, Texas 78539

RE: Reserve Calculations for Hidalgo County's Health Plans

Dear Rey:

Thank you for asking us to review the reserves for Hidalgo County's (County) self-funded medical plans. Please let us know the valuation date for the reserve (i.e. the date at which you need to know the plan's liability for claims that have been incurred but not paid).

Scope

You have told us that the County has essentially one medical plan with a Low and High (Buy-up) Option. About 85% of the employees are in the Low Option plan. You will send us the claims information for both plans combined. We have been asked to develop a reserve estimate for the unpaid claim liability of the medical plan in total.

We have not been asked to review any other liabilities of the County's insurance program, such as due and unpaid administrative fees. We have also not been asked to estimate the liability the County may have for the cost of providing future coverage for retirees under its medical plan. In addition, we have not been asked to review liabilities relating to other employee benefit plans such as dental, life and disability insurance or accrued sick leave that Hidalgo may have.

Budget

We suggest a budget for this project in the range of $7,500 and $9,000. We will bill on a time and expenses basis. If the data is sent to us electronically, is complete, and consistent with the financials, our fee will likely be closer to the low end of this range.

Data

We have attached a data request list. We will complete our analysis and provide you with a written report within 10 working days after we receive all the data.

Milliman

Mr. Rey Salazar
Hidalgo County
RE: Reserve Calculations for Hidalgo County's Health Plan
April 1, 2009

If you agree to the scope and budget outlined in this letter, please sign this engagement letter and return to us. This engagement letter is subject to the terms and conditions in the attached Service Contract signed January 16, 2007. By signing this engagement letter, you are agreeing to renew the Service Contract for an additional year, as well as the costs associated with the scope of services described above. We look forward to working with you.

Sincerely,

Esther M Blount

Esther M. Blount, F.S.A.

EMB/cwq

Enclosures

Agreed to and accepted this _____ day of _____, 2009.

By: _____
Signature

Title: _____

Hidalgo County
Initial Data Request for Actuarial Review

Claims

1. Claim lag report for at least three years showing monthly paid claims sorted by incurral month.

2. Monthly count of eligible employees for the same period.

3. The most current count of eligible employees by tier (single employee, employee & spouse, etc.).

4. Paid claims not in the claim lag (e.g., Prescription Drug claims, hospital Income claims) reported by month for the same period.

Reinsurance

5. List of stop loss recoveries during the last three years.

6. List of any known "large" pending claims as of valuation date.

7. Description of the current stop loss contract and any changes in the stop loss contract over the last three years.

Financials

8. Copy of the most recent financial report showing paid claims for the plan (which tie to the claim lag studies) as well as other expenses.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-231-01-16

THIS CONTRACT is made and entered in this **16th** day of **January, 2007** by and between the **County Of Hidalgo**, TEXAS ("County"), and **Milliman, Inc.**, a Texas Corporation ("Company").

WHEREAS, Company has offered to perform actuary services for Hidalgo County as more particularly prescribed on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Actuary Services at the offices of Hidalgo County. 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. 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 of two (2) years beginning **January 16, 2007** with County's option to renew for an additional one (1) year, at 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, of which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured on the General Liability policy, and shall furnish to County certificates of such insurance coverage as described on Exhibit "C" attached hereto, notwithstanding anything to the contrary on RFP/Q No: 2006-231-11-15-VYG.

7. Subject to the limitations contained in Section 8 herein, 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 negligent provision of the Service by Company under this Contract. Said indemnity shall cover any negligent act or failure to act by the Company, its agents or employees.

8. **Company will perform all services in accordance with applicable professional standards. The parties agree that Company, its officers, directors, agents and employees, shall not be liable to County, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages which exceed One Million Dollars ($1,000,000). In no event shall Company be liable for lost profits of County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross negligence, intentional fraud or willful misconduct of Company.**

9. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

10. Company's work is prepared solely for the use and benefit of County, in accordance with its statutory and regulatory requirements. Company recognizes that materials it delivers to County may be public records subject to disclosure to third parties, however, Company does not intend to benefit and assumes no duty or liability to any third parties who receive Company's work and may include disclaimer language on its work product so stating. County agrees not to remove any such disclaimer language from Company's work. To the extent that Company's work is not subject to disclosure under applicable public records laws, County agrees that it shall not disclose Company's work product to third parties without Company's prior written consent; provided , however, that County may distribute Company's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Company's work product for any purpose other than to provide services to County, or (ii) any applicable or governmental agency, as required.

11. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Milliman, Inc.**
Attn: James Tumlinson, Jr.
333 Clay Street, Ste. 4330
Houston, Texas 77002

12. 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.

13. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

14. 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 the County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

15. 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.

16. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

17. 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.

18. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996). The Company shall be entitled to compensation for satisfactory services rendered to County prior to the effective date of termination.

19. 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 _____2007

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Milliman Inc.

By:_____
PRINCIPAL

Approved on Commissioners' Court January 16, 2007

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

HIDALGO COUNTY

For the purpose of providing Professional Actuary Consulting Services for the implementation of GASB 43 and/or 45 for Hidalgo County's Post-Employment Benefits Package (OPEB) for Health Benefits for Retired Employees.

RFP&Q NO: 2006-231-11-15-VYG-Hidalgo County-Actuarial Services For GASB 43 and/or 45.

TASKS AND/OR SERVICES SHALL INCLUDE, BUT NOT LIMITED TO:

A. Conduct a complete needs assessment desired study completion date within six weeks of receipt of all data.

B. Will be required to make a formal presentation of the "Actuarial Study" to Hidalgo County Commissioners Court.

C. Analyze the date to access any inconsistencies and make recommendations for enhancing date quality.

D. Prepare an actuarial evaluation following GASB 43 and/or 45 standards.

E. Study must include the following:

- The actuarial present value of total projected benefits.
- Actuarial accrued liability.
- Actuarial value of assets.
- The unfunded actuarial accrued liability.
- Normal Cost
- Annual required contribution of the employer-as a level dollar amount and as a level percentage of covered payroll.
- Net OPEB obligation (for employer disclosure under GASB statement 45 if necessary).
- Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
- Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
- Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
- Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- Prepare a cash flow analysis (the "pay-as-you-go-cost"). **Optional**
- Prepare sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate

assumptions) **Optional**

- If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio. **Optional**
- As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design. **Optional**
- As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans. **Optional**

EXHIBIT "B"

PAYMENT SCHEDULE

Fees for Services

Initial Valuation: $25,000.00
Plan Design and Funding: Provided as needed and based on scope of services

Ongoing Valuation: $25,000.00

(Best and Final Offer Clarification was presented to Commissioners Court on Tuesday, May 15,2007 and it was approved as referenced above.

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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per claim.

2. 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 Hidalgo 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 Hidalgo County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to Hidalgo County consistent with potential exposure of Hidalgo County under the Texas Tort Claims Act;

5. 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 Hidalgo County as an additional insured on the General Liability policy shall be submitted to Hidalgo 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 Hidalgo 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 of adequate replacement coverage is provided to Hidalgo County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

AI-15190 **15.D.1.**

Los Castillos- Authority to Advertise

CC REGULAR

Date:	05/05/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of: Los Castillos a BCAP project with plans and specifications drafted by project engineer, Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-423-0-339

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

BUDGETARY IMPACT:

There are no monies available as of 4-30-09. Funds will be transferred at a later time, once contract negotiations are finalized with selected vendor.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2009 02:00 PM	APRV
2	Budget & Management	Veronica Lopez	04/29/2009 04:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2009 01:35 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Yvette Islas Started On: 04/24/2009 11:39 AM

Final Approval Date: 05/01/2009

AI-15220 **15.E.1.**

BCAP Pct. No. 2 - Awards to Los Encinos I and Los Encinos II

CC REGULAR

Date: 05/05/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer Yzaguirre Engineering Group, LLC to award to the lowest bidder meeting all specifications for the following bids;
A. Bid No. CAP-2009-128-03-25-YSI Los Encincos I Subdivision
B. Bid No. CAP-2009-128-03-25-YSI Los Encinos II Subdivision
and approval of contract subject to legal review and TXDOT approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-890-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Obj. 731 & 733 have available balance of $71,104.48 as of 05/01/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-891-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Obj 731 & 733 have available balance of $183,411.67 as of 05/01/09.

Attachments

Link: Los Encinos I and Los Encinos II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/29/2009 05:01 PM	APRV
2	Purchasing Department	Marty Salazar	04/29/2009 05:22 PM	APRV
3	Budget & Management	Veronica Lopez	04/30/2009 08:05 AM	APRV
4	Roland Garcia	Rolando Garcia	05/01/2009 03:14 PM	APRV
5	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marcie Jackson Started On: 04/28/2009 11:03 AM

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

27 April 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-128-03-25-YSI 3rd Call; Los Encinos I Subdivision – CSJ: 3C1080890 and Los Encinos II Subdivision – CSJ: 3C1080891

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Yzaguirre Engineering Group, LLC has reviewed bids and tabulations and is recommending Total Commitment, LLC as the low bidder for the above-referenced project. The amount budgeted for this project is Los Encinos I $39,858.00 for drainage work and $45,000.00 for roadwork for a grand total of $84,858.00. The County anticipates an overrun for Los Encinos I in the estimated amount of $4,357.64 which will be covered utilizing inter-account transfers, Road and Bridge account and Urban County Program funds.

The amount allocated for Los Encinos II is $104,425.00 for drainage work and $113,480.13 for roadwork for a grand total of $217,905.03. County also anticipates overruns for Los Encinos II. The overruns will be covered by deleting Item 560 – "Mailboxes" (To be done by County Force Account) and transferring funds (25% increase) from drainage. If any additional funds are needed Road and Bridge funds will be utilized.

The award will be to the low bidder Total Commitment, LLC for a total bid amount of $207,184.80. Los Encinos I - $60,799.46 and Los Encinos II - $146,385.34. The bids received were as follows:

	Los Encinos I	Los Encinos II	Total
L & G construction	$71,569.74	$160,779.76	$232,349.50
Total Commitment	$60,779.46	$146,385.34	$207,184.80
Asago Construction	$83,675.85	$176,783.70	$260,459.70
IOC Company	$67,837.75	$161,727.10	$229,564.85
Valley Paving, Inc.	$81,115.30	$189,554.05	$270,669.35
JM Construction	$65,928.60	$158,260.70	$224,189.30
Valley Paving	$81,115.30	$189,554.05	$270,669.35
Closner Construction	$67,801.05	$149,487.05	$217,288.10

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court may award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator Precinct 2
Eralio Palacios, BCAP Coordinator Precinct 2
Rossana Schettino, HCCAP Auditor
Yvette Islas, HCCAP Buyer II
Project files

Los Encinos I
CSJ: 2C1080890
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	5.03	STA	$400.00	$2,012.00
110	Excavation (Roadway)	683	CY	$7.00	$4,781.00
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	1100	SY	$1.25	$1,375.00
204	Sprinkling	20.12	MG	$0.07	$1.41
251	Rewrk Base Mtrl (DC)(TY "D") (8")	1979	SY	$3.50	$6,926.50
260	Lime Treatment (Exist Mtrl) (6") (Subgr)	2038	SY	$2.00	$4,076.00
260	Lime (HYD, COM PR QK) (Slurry)	20.2	TON	$150.00	$3,030.00
310	Prime Coat (MC-30)	348.4	GAL	$5.25	$1,829.10
340	Asph Conc ACP Surface (TY "D") (1.5")	1742	SY	$7.50	$13,065.00
500	Mobilization	1	LS	$1,000.00	$1,000.00
502	Barricades, Signs and Traffic Handling	2	LS	$1,300.00	$2,600.00
506	Temp Sedmt Cont Fence (Install)	50	LF	$2.50	$125.00
506	Temp Sedmt Cont Fence (Remove)	50	LF	$1.00	$50.00
560	Mailboxes	7	EA	$125.00	$875.00
644	Smal RDSD SGN ASSM (TY "A")	3	EA	$175.00	$525.00
2001	EN-1 Treat Flexbase (DC) (8")	1979	SY	$1.00	$1,979.00
2001	EN-1 Roadbond (771 CY)	13.33	GAL	$65.00	$866.45
	SubTotal Base Bid Roadwork →				**$45,116.46**
	DRAINAGE				
360	Driveways (Conc) (4")	0	SY	$0.00	$0.00
464	RCP (CL III) (18")	48	LF	$30.00	$1,440.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	2	EA	$700.00	$1,400.00
472	Remove Exist Culvert Pipe	24	LF	$3.00	$72.00
480	Remove Culvert S.E.T.	2	EA	$100.00	$200.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	1066	LF	$8.00	$8,528.00
530	Driveways (Asphalt, Concrete, Pavement)	144	SY	$22.00	$3,168.00
760	Clean and Reshape Ditches Road Side	350	LF	$2.50	$875.00
	SubTotal Drainage →				**$15,683.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$60,799.46**

Roadwork Allocation:	$	31,519.48
Transfer from Contingency (Same Account):	$	1,359.47
Overrun/Underrun	$	(4,357.64)
25% Transfer Increase (Drainage Line Item)	$	7,879.87
Total Allocation and Transfer	$	40,758.82

Drainage Allocation:	$	39,585.00
Low Bid Drainage:		$15,683.00
Overrun/Underrun		$23,902.00

AI-15208 **15.F.1.**

BCAP Pct. No. 3 - Awards to Jessan and Resub Plat Jimenez Subdivisions
CC REGULAR

Date:	05/05/2009
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

Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering, Inc. to award to the lowest bidder meeting all specifications for the following bids;
A. Bid No CAP-2009-131-03-25-YSI Jessan Subdivision
B. Bid No CAP-2009-131-03-25-YSI Resub Plat Jimenez Subdivision
and approval of contract subject to legal review and TXDOT approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-350-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Obj. Code 731 / 733 available balance as of 4/30/09 $38,910.30, respectively.

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-911-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Obj. Code 731 / 733 available balance as of 4/30/09 $71,678.92, respectively.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Obj. Code 731 / 733 available balance as of 4/30/09 $228,637.70, respectively.

Attachments

Link: Jessan Subdivision
Link: Resub Plat Jimenez

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Yvette Islas	Yvette Islas	04/29/2009 05:01 PM	APRV
2	Purchasing Department	Marty Salazar	04/29/2009 05:16 PM	APRV
3	Budget & Management	Veronica Lopez	04/30/2009 08:04 AM	APRV
4	Perla Lopez	Perla Lopez	04/30/2009 09:34 AM	APRV
5	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marcie Jackson

Started On: 04/27/2009 02:46 PM

Final Approval Date: 05/01/2009

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

27 April 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-131-03-25-YSI 2nd Call; Jessan Subdivision – CSJ: 2C1080350

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Hinojosa Engineering, Inc. has reviewed bids and tabulations and is recommending M Construction as the low bidder for the above-referenced project. The amount budgeted for this project is $11,350 for drainage work and $26,000.00 for roadwork for a grand total of $37,350.00. Any overruns on this project will be covered by fund transfers from closed Allocated projects and the Precinct's Road and Bridge account. The award to the low bidder includes Alternate No.1 (payment of road).

The award will be to the low bidder M Construction for the bid amount of $46,783.02. The bids received were as follows:

- M Construction $46,783.02
- Total Commitment $59,789.79
- Asago Construction $66,061.09
- IOC Company $48,455.69
- Valley Paving, Inc. $51,943.71

- JM Construction $83,921.03
- Sascon, Inc. $56,999.01
- Closner Construction $72,914.71

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Jose M Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Mona Parras, Chief Administrator Precinct 3
Norma Ceballos, Executive Assistant Precinct 3
Rossana Schettino, HCCAP Auditor
Yvette Islas, HCCAP Buyer II
Project files

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

April 8, 2009

Mr. Agapito Vargas Jr.
Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Ph
(956)787-4683 Fax

RE: **Letter of Recommendation**

PROJECT: **Jessan Subdivision**
Bid No. CAP-2009-131-03-25-YSI

Dear Mr. Vargas,

On March 25, 2009 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of eight bids were submitted to the County. Contractors submitting bids were Total Commitment ($59,789.79), Asago Construction ($66,061.09), IOC Company ($48,455.69), Valley Paving Inc. ($51,943.71), JM Construction ($83,921.03), Sascon Inc. ($56,999.01), **M Construction ($46,783.02),** and Closner Construction. ($72,914.71). Based on the bid amounts submitted, Hinojosa Engineering, Inc. recommends the project be awarded to M Construction.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

27 April 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-131-03-25-YSI 2nd Call; Resub Plat Jimenez Subdivision – CSJ: 2C1080911

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Hinojosa Engineering, Inc. has reviewed bids and tabulations and is recommending M Construction as the low bidder for the above-referenced project. The amount budgeted for this project is $26,950.00 for drainage work and $48,750.00 for roadwork for a grand total of $75,700.00. Any overruns on this project will be covered by fund transfers from closed Allocated projects and the Precinct's Road and Bridge account. The award to the low bidder includes Alternate No.1 (payment of road).

The award will be to the low bidder M Construction for the bid amount of $79,859.79. The bids received were as follows:

- M Construction $79,859.79
- Total Commitment $89,824.69
- Asago Construction $95,453.48
- IOC Company $82,880.05
- Valley Paving, Inc. $87,081.50

- JM Construction $115,382.90
- Sascon, Inc. $96,704.58
- Closner Construction $81,830.81
-

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Jose M Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Mona Parras, Chief Administrator Precinct 3
Norma Ceballos, Executive Assistant Precinct 3
Rossana Schettino, HCCAP Auditor
Yvette Islas, HCCAP Buyer II
Project files

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

April 8, 2009

Mr. Agapito Vargas Jr.
Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Ph
(956)787-4683 Fax

RE: **Letter of Recommendation**

PROJECT: **Resubdivision of Jimenez Subdivision**
Bid No. CAP-2009-131-03-25-YSI

Dear Mr. Vargas,

On March 25, 2009 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of eight bids were submitted to the County. Contractors submitting bids were Total Commitment ($89,824.69), Asago Construction ($95,453.48), IOC Company ($82,880.05), Valley Paving Inc. ($87,081.50), JM Construction ($115,382.90), Sascon Inc. ($96,704.58), **M Construction ($79,859.79)**, and Closner Construction. ($81,830.81). Based on the bid amounts submitted, Hinojosa Engineering, Inc. recommends the project be awarded to M Construction.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

AI-15242 **15.G.1.**

Detention Services Intergovernmental Agreement

CC REGULAR

Date:	05/05/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a Detention Services Intergovernmental Agreement between the U. S. Department of Justice/United States Marshall Service and Hidalgo County pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553) in connection with provision of bed space for federal prisoners

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is in the form of revenue at a rate of $52.00/diem.

Attachments

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/29/2009 02:14 PM	APRV
2	Budget & Management	Veronica Lopez	04/29/2009 04:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/01/2009 04:39 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marty Salazar — Started On: 04/29/2009 01:43 PM

Final Approval Date: 05/01/2009

U. S. Department of Justice
United States Marshals Service

Detention Services
Intergovernmental Agreement

1. Agreement Number	2. Effective Date	3. Facility Code(s)	4. DUNS Number
79-99-0211	See Block 19	6GV	55-745-3008

5. Issuing Federal Agency
United States Marshals Service
Prisoner Operations Division
Office of Interagency Agreements
Washington, DC 20530-1000

6. Local Government
Hidalgo County
701 El Cibolo Rd.
Edinburg, TX 78541
Tax ID#: 74-6000717

7. Appropriation Data

15X1020

8. Local Contact Person
Lupe Trevino, Sheriff

9. Tel: (956) 383-8114
Email: lupe.trevino@hidalgoso.org

Services	Estimated Number of Federal Beds	Per-Diem Rate
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.	11. 50	12. $52.00

13. Optional Guard/Transportation Services to:

☒ Medical Facility

☐ U.S. Courthouse

14.

Guard/Transportation Hourly Rate: $12.55

Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.

15. Local Government Certification

To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing the Department or Agency and the Department or Agency will comply with all provisions set forth herein.

16. Signature of Person Authorized to Sign (Local)

Signature

Print Name

County Judge

Title Date

17. Prisoner and Detainee Type Authorized

☒ Adult Male

☒ Adult Female

☐ Juvenile Male

☐ Juvenile Female

18. Other Authorized Agency User

☒ BOP

☒ ICE

19. Signature of Person Authorized to Sign (Federal)

Signature

Mary Horsey

Print Name

Grants Specialist

Title Date

Authority 3
Purpose of Agreement and Security Provided 3
Period of Performance 3
Assignment and Outsourcing of Jail Operations 4
Medical Services 4
Receiving and Discharge of Federal Detainees 5
Optional Guard/Transportation Services to Medical Facility 6
Optional Guard/Transportation Services to U.S. Courthouse 6
Special Notifications 7
Prisoner Rape Elimination Act (PREA) 7
Service Contract Act 7
Per-Diem Rate 8
Billing and Financial Provisions 8
Payment Procedures 9
Modifications and Disputes 9
Inspection of Services 10
Litigation 10
Prisoner Rape Elimination Act Reporting Information 11

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and Hidalgo County (hereinafter referred to as the "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the Hidalgo County Jail (hereinafter referred to as "the facility").

The population (hereinafter referred to as "federal detainees") will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's

medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Attached)

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: www.arnet.gov.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known has the Core Rate;

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;

4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is **$52.00**, and shall not be subject to adjustment on the basis of **Hidalgo County** actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Addresses for the components are:

United States Marshals Service
Southern District of Texas
Bob Casey Federal Courthouse
515 Rusk Avenue, Room 10002
Houston, Texas 77002address
(713) 718-4000

Bureau of Prisons
Community Corrections Office
515 Rusk Avenue, Room 12016
Houston, TX 7702
(713) 718-4781

Immigration and Customs Enforcement
Nuria T. Prendes, Field Office Director
8101 N. Stemmons Freeway
Dallas, TX 75247
(214) 905-5860

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per-diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

Hidalgo County
701 Cibolo Road
Edinburg, TX 78541

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Prisoner Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.
While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you,** the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

QuickTime™ and a decompressor are needed to see this picture

Published February 2008

AI-15206 **15.H.1.**

Herrera & Hunt Inc. Request for Retainage Release for Co. Clerk's warehouse repairs project

CC REGULAR

Date: 05/05/2009
Submitted By: Priscilla Garcia, COUNTY CLERK
Submitted For: Priscilla Garcia
Department: COUNTY CLERK

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Application for Payment no. 3 (retainage release) in the amount of $9,107.90 and Certificate of Construction Completion submitted by Herrera & Hunt, Inc. (contracted vendor) for the County Clerk's Warehouse Emergency Roof Repairs Project with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-206-00-000-006-0-000
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-29-09 $9,107.90 in relation to the Retainage Payable for Herrera & Hunt, Inc.

PO #609752 in the amount of $91,079.00 for Herrera & Hunt has been paid in full and project has been completed, refer to check #0100296785 issued on 12/23/08 (acct #8-1100-415-40-180-002-0-431).

Attachments

Link: Herrera & Hunt Release of Retainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/28/2009 10:26 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/30/2009 01:09 PM	APRV
3	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Priscilla Garcia Started On: 04/27/2009 02:19 PM

Final Approval Date: 05/01/2009

HERRERA & HUNT, INC.
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3

Project No./Contract No.	Hidalgo County PO 609752		
County	Hidalgo	City	Edinburg
Contractor	Herrera & Hunt Inc.	From	Dec. 01 2008 To Febuary 01,2009
Bond Identification No.	ST-08-313-BN-5030724		
Project Name	Emergency Roof Repairs to Hidalgo County Clerks Warehouse		

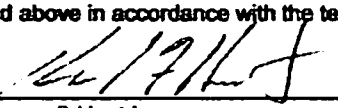
Application is hereby made for payment on the above mentioned contract.

Amount of Original Contract	$ 84,779.00
Adjustments (Supplemental Agreements, Credit Change Order, Unit Price Contract Adjustment, Unused Contingency on Final Application for Payment)	$ 6,300.00
Net Adjusted Contract Amount	$ 91,079.00
Total Work Complete to Date	$ 91,079.00
Less 10% Retainage	$ 0.00
Total Work Complete Less Retanage	$ 91,079.00
Less Previous Payments	$ 81,971.10
Payment Due This Certificate	$ 9,107.90

Date Date Of Commencement	10/15/2008	
Contract Working Days (as specified in Contract) -		60
Adjustments to Working Days for Weather Delays -		6
Net Adjusted Working Days		66

Total Working Days Complete thru Previous Application -	60
Working Days Completed this Application -	30
Total Working Days Completed to Date -	60
Working Days Left to Complete Project -	6
Date of Substaintial Completion	12-05-08

This is to certify that Herrera & Hunt Inc., contractor for the above Contract, is entitled to the payment indicated above in accordance with the terms of this contract.

By:		By:	
	Herrera & Hunt Inc.		Owners Field repersentive
Date:	Jan 01 - 2009	Date:	

Owner's Authorized Representative

Date:

Herrera and Hunt, Inc.

Job Order Contracting Specialists!

CERTIFICATE OF COMPLETION
FOR
County Clerks Warehouse Emergency Repairs
317 Closner North
Edinburg Texas

HIDALGO COUNTY
Req: 00139641

Thursday, December 18, 2008

This project is substantially complete pursuant to the outlined scope of work and to the satisfaction of Hidalgo County Building and Grounds.

Herrera & Hunt Inc.
By

Ruben Cazares, PGM
West Valley Operations
Herrera & Hunt, Inc.
1837 Cisco Drive
Los Fresnos Texas
78566

Hidalgo County
Accepted by

Daniel Flores
Hidalgo County Buildings & Grounds
PO Box 1356
Edinburg Texas
78539

AI-15280 **15.I.1.**

Authority to Purchase Tractor & Trailer

CC REGULAR

Date:	05/05/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Requesting authority to purchase from the County's memberships and/or participation:
A. with TASB's Buyboard Cooperative Purchasing Program - one (1) new Peterbilt 367 "Winch Truck" Tractor with accessories and applicable fees in an amount not to exceed $177,537.00; and,
B. with Harris County Department of Education's Cooperative Purchasing Program - one (1) new Eager Beaver 60 Ton, Self Lifting, Detachable Neck Lowboy Trailer with accessories and applicable fees in an amount not to exceed $103,695.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1200-431-00-122-004-0-741 & 742

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

BUDGETARY IMPACT:

Funding is pending transfer AI-15282 in the total amount of $281,232.00.

Attachments

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/30/2009 03:11 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 03:56 PM	APRV
3	Dale Kennan	Dale Kennan	05/01/2009 10:18 AM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marty Salazar — Started On: 04/30/2009 02:41 PM

Final Approval Date: 05/01/2009

Martha Salazar

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, April 30, 2009 2:15 PM
To: 'Martha Salazar'
Subject: RE: Request to Purchase - Peterbilt 367 "Winch Truck" Tractor and Low Boy Trailer(New)

Raul, Sergio told us yesterday, (meeting with Commissioner regarding New Adm. Bldg) of the available funds under the County-Wide Road and Bridge account; about 1.3 million.
AVargas

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 30, 2009 2:10 PM
To: raul.silguero@co.hidalgo.tx.us; 'Sergio Cruz'; 'rey salazar'
Cc: 'Valde'; 'Agapito Vargas'; 'Ramon'; darlene.betancourt@co.hidalgo.tx.us; 'Oscar Garza'
Subject: FW: Request to Purchase - Peterbilt 367 "Winch Truck" Tractor and Low Boy Trailer(New)

Good Afternoon Raul:
Could you please detail the funding source Agapito is referencing in his e-mail. I am about to create an agenda item to place for next week's CC meeting.
Thanks,
Marty

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, April 30, 2009 1:31 PM
To: martha.salazar@co.hidalgo.tx.us; moises.salazar@co.hidalgo.tx.us; 'Darlene Betancourt'
Cc: Yoli Cisneros; 'Roque'; humberto.garza@co.hidalgo.tx.us; 'Marcie G. Jackson'; 'Valde Guerra'; 'Sergio Cruz'; 'dina trevino'
Subject: Request to Purchase - Peterbilt 367 "Winch Truck" Tractor and Low Boy Trailer(New)

Marty, please accept this request on behalf of Commissioner Palacios to purchase a new Peterbilt 367 "Winch Truck" Tractor from Rush Truck Center, Houston (FOR RTC-Pharr) with a 60 TON, Self lifting, Detachable Neck Low Boy Trailer from H & V Equipment, Inc. (Progreso, TX). This equipment is to be purchased for **COUNTY-WIDE Mechanic Shop.** Please place in the agenda under this Department and not Precinct #2. I have been in contact with Budget and they have identified funds for this purchase. Commissioner has decided not the finance the purchase but rather do an Out-Right purchase.
The existing equipment is old in need of constant repairs. Please place on Commissioner's Court within the next two weeks.
If you have any questions, please let me know.
See attachments for quotes from the vendors.
Cordially,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

04-MARCH-09

Hidalgo County Wide % Pct. #2
301 E. State Street
Pharr, Tx 78577

Attn: Agapito Vargas / Mr Huerta

H & V Equipment is pleased to quote the following EAGER BEAVER 60 Ton, Self Lifting, Detachable Neck Lowboy Trailer:

60 Ton Trailer
Yellow, Red, or Black Color
Nominal 2" Oak Hardwood Floor
10' Deck Width With 120" Axles, and Outriggers
25' Deck Length
54" Axle Spread
Lift 2nd Axle
Lift 4th Axle
(7) Roto Rings per Side
275/70R22.5 Tires
13 HP Honda Hydraulic Power Pack Combo Wet Line Kit
50" Gooseneck Height / 118" Swing Clearance
4" Relief Neck
Raised Wheel Covers

Total Delivered Price	$98,770.00
Harris County Department of Education Fee (2%)	1,975.00
Freight	2,950.00
Total Delivered Price 6 to 8 weeks	$103,695.00

Deduct $11,340 on 10' wide option (std. Is 8.5' wide)

Thank you for the opportunity to quote this trailer off of the Harris County Department of Education (Job # 08/033 DG Trailer Equipment and Related Items for Purchasing Cooperative) of which Hidalgo County is a member (see attached list). HCDE is the same type of organization as the Buy Board, HGAC, Etc.

Yours truly,

Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com (956) 565-2252 Fax

HARRIS COUNTY
DEPARTMENT OF EDUCATION
6300 IRVINGTON BLVD. HOUSTON, TEXAS 77022-5618 (713-694-6300)

August 19, 2008

H&V Equipment Inc.
Attn: Alejandro Maldonado
5627 E. Hwy 281
Progreso, TX 78579

Subject: Award Notice: Job No. 08/033 DG, Trailer Equipment and Related Items for Purchasing Cooperative.

Dear Mr. Maldonado:

Harris County Department of Education (HCDE) is pleased to notify you of the award that was made by HCDE Board on August 19, 2008 on the above job number.

Purchasing Cooperative member clients will be able to purchase through your company based on the enclosed executed copy. The contract period is for one year from 8/19/08 to 7/31/09 with options to renew for up to four additional years.

Regards,

Derek Gillard
Contract Coordinator
Harris County Department of Education

HCDE

HARRIS COUNTY DEPARTMENT OF EDUCATION

Purchasing Cooperative Member List

A
ALDINE ISD
ALIEF ISD
ALVIN ISD
ANAHUAC ISD
ANDERSON-SHIRO CISD
ANGLETON ISD
ANNUNCIATION ORTHODOX
AUSTIN COUNTY
AUSTWELL-TIVOLI ISD
AVANCE, INC-HOUSTON
AWTY INTERNATIONAL
B
BARBERS HILL ISD
BASTROP COUNTY
BEAUMONT ISD
BELLVILLE ISD
BENJI'S ACADEMY CHARTER
BIG BROTHERS/SISTERS GRT HOU
BOLING ISD
BRAZORIA COUNTY
BRAZOS ISD
BRAZOSPORT ISD
BRENHAM ISD
BRYAN ISD
BUCKHOLTS ISD
BUFFALO ISD
BURTON ISD
C
CALDWELL ISD
CAMERON COUNTY
CAMERON ISD
CARRIZO SPRINGS ISD
CENTERVILLE ISD
CHANNELVIEW ISD
CITY OF BAYTOWN
CITY OF DEER PARK
CITY OF GALVESTON
CITY OF HUMBLE
CLAY ROAD BAPTIST SCHOOL
CLEAR CREEK ISD
CLEVELAND ISD
COLD SPRINGS-OAKHURST ISD
COLLEGE OF THE MAINLAND
COLLEGE STATION ISD
COLUMBIA BRAZORIA ISD
CONROE ISD
CORPUS CHRISTI CATHOLIC
CORPUS CHRISTI ISD
COTULLA ISD
CROSBY ISD
CYPRESS COMMUNITY CHRISTIAN
CYPRESS-FAIRBANKS ISD
D
DAMON ISD
DANBURY ISD
DEER PARK ISD
DEVERS ISD
DICKINSON ISD
DUCHESNE ACADEMY
E
EAST CHAMBERS COUNTY CISD
EDINBURG CISD
EL CAMPO ISD
EPISCOPAL HIGH SCHOOL
F
FAYETTEVILLE ISD
FORT BEND BAPTIST ACADEMY
FORT BEND ISD
FORT SAM HOUSTON ISD
FRIENDSWOOD ISD
G
GALENA PARK ISD
GALVESTON ISD
GEORGE I SANCHEZ CHARTER
GOOSE CREEK C ISD
GRAPELAND ISD
GROVETON ISD
GRACE COMMUNITY CHURCH
H
HARLANDALE ISD
HARDIN-JEFFERSON ISD
HARRIS COUNTY
HARRIS CTY DEPT OF EDUCATION
HEARNE ISD
HEMPSTEAD ISD
HIDALGO COUNTY
HIDALGO CTY DRAINAGE DIST #1
HITCHCOCK ISD
HOLY GHOST SCHOOL
HOUSTON CHRISTIAN
HOUSTON COMMUNITY COLLEGE
HOUSTON HEIGHTS HIGH SCHOOL
HOUSTON ISD
HOUSTON LEARNING ACADEMY
HUFFMAN ISD
HUMBLE ISD
HUNTSVILLE ISD
I
IMMANUAL LUTHERAN SCHOOL
INCARNATE WORD ACADEMY
IRION COUNTY ISD
IRVING ISD
J
JAMIE'S HOUSE CHARTER
K
KATY ISD
KENDLETON ISD
KILLEEN ISD
KINGSVILLE ISD
KINKAID SCHOOL
KLEIN ISD
L
LA AMISTAD LOVE/LEARNING ADMY
LA GRANGE ISDLA MARQUE ISD
LA PORTE ISD
LAKE DALLAS ISD
LAMAR CISD
LATEXO ISD
LEE COUNTY, TEXAS
LEGGETT ISD
LEON ISD
LEXINGTON ISD
LITTLE CYPRESS-MAURICEVILLE CISD
LONE STAR COLLEGE SYSTEM
LONGVIEW ISD
LOUISE ISD
LOVELADY ISD
M
MADISON COUNTY, TEXAS
MAGNOLIA ISD
MANSFIELD ISD
MART ISD
MCALLEN ISD
MONTGOMERY ISD
MUMFORD ISD
N
NAVASOTA ISD
NEEDVILLE ISD
NEW CANEY ISD
NORTH EAST ISD
NORTH FOREST ISD
NORTHWEST PREPARATORY
NORTH ZULCH ISD
O
ONALASKA ISD
OUR LADY QUEEN OF PEACE
P
PASADENA ISD
PEARLAND ISD
PILGRIM LUTHERAN SCHOOL
PINE DRIVE CHRISTIAN SCHOOL
PORT OF HOUSTON AUTHORITY
PRAIRIE VIEW A&M UNIVERSITY
R
RAUL YZAGUIRRE SCHOOL
REGION I ESC
REGION III ESC
REGION VI ESC
REGION XVII ESC
REGIS SCHOOL
RHODES SCHOOL
RICHARDS ISD
ROCKWALL ISD
ROUND TOP-CARMINE ISD
S
SALEM LUTHERAN SCHOOL
SACRED HEART CATHOLIC SCHOOL
SAN JACINTO COLLEGE DISTRICT
SANTA FE ISD
SER-NINOS CHARTER SCHOOL
SETON CATHOLIC JR HIGH SCHOOL
SHELDON ISD
SPLENDORA ISD
SPRING BRANCH ISD
SPRING ISD
ST. CECILIA CATHOLIC SCHOOL
ST. FRANCIS DE SALES SCHOOL
ST. FRANCIS EPISCOPAL
ST. HYACINTH SCHOOL
ST. JOHN'S SCHOOL
ST. LAURENCE CATHOLIC SCHOOL
ST. MARK LUTHERAN SCHOOL
ST. MARTHA CATHOLIC SCHOOL
ST. MARY CATHOLIC SCHOOL
ST. PETER THE APOSTLE SCHOOL
ST. PIUS X HIGH SCHOOL
ST. ROSE OF LIMA SCHOOL
ST. THOMAS MORE SCHOOL
SNOOK ISD
SOMERVILLE ISD
SOUTH TEXAS ISD
STAFFORD MSD
STEPPING STONES CHARTER
STRAKE JESUIT COLLEGE PREP
SWEENY ISD
T
TARKINGTON ISD
TEXAS A&M CORPUS CHRISTI
TEXAS AGRILIFE RESEARCH
TEXAS CITY ISD
THE EMERY/WEINER SCHOOL
THE MEADOWS PRESCHOOL
THORNDALE ISD
TOMBALL ISD
TROPICAL TX BEHAVIOR/HEALTH
TWO DIMENSIONS PREPARATORY
U
UNITED ISD
UNIVERSITY OF HOUSTON
U OF H DOWNTOWN
UNVRSTY OF TEXAS @ ARLINGTON
V
VARNETT CHARTER SCHOOL (THE)
VIDOR ISD
W
WACO ISD
WALKER COUNTY
WALLER ISD
WHITE SETTLEMENT (CITY OF)
WICHITA FALLS ISD
WILLIS ISD

John E. Sawyer, Ed.D. Superintendent
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ www.hcde-texas.org

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to (800)211-5454

		Prepared By:	**Charlie Plouse**
BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Vendor Phone:	(713) 495-6300
[Address P.O. to:]	**10200 N. Loop East**	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	November 20, 2008
Government Agency:	**HIDALGO COUNTY, PRECINCT #2**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**301 E. STATE STREET**	**[Bill to:]**	P. O. BOX 1356
	PHARR, TEXAS 78577		EDINBURG, TEXAS 78529
Contacts Name:	**AGAPITO VARGAS**	Gov. Agn. Phone No: (956) 787-1891	G. A. Fax No: (956) 787-4683
Product Description:	**PETERBILT 367 "WINCH TRUCK" TRACTOR**		

I:	**BuyBoard Contract #281-07**		Price List:	PETERBILT # 6	Base Price	$	**89,442.00**
II:	Base Bid Options:	(Itemize Below)					
*	Please See Attached List	$ 95,787.89	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
*		$ -	*		$ -		
	Subtotal	**$ 95,787.89**	*	**Subtotal**	$ -		
III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)					$	95,787.89
IV:	Total **IV + VI**					$	185,229.89
V:	Non-Base Options	(Itemize below)	NON-BASE =	-0.04	%		
VI:	Non-Published Options (Please see attached)			EACH		$	(7,692.89)
VII:	Unit Cost with Discount					$	177,537.00
VIII	**Quantity Ordered** Units:	1	x "E"			$	177,537.00
IX:	Trade-in or other Credit(s)						
			$ -	0		$	-
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**					$	177,537.00

Delivery to Hidalgo County, Pct #2 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

NOVEMBER, 2008

March 19, 2009

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #2

PUBLISHED OPTIONS:

PLEASE REFER TO THE CHASSIS SPECIFICATIONS

	BID CHASSIS LIST	$ 190,981.00
	LESS CHASSIS LIST	$ (129,344.00)
	OPTIONS OFFERED TOTAL	**$ 61,637.00**
	LESS 3% CONTRACT DISCOUNT	$ 59,787.89

OTHER PUBLISHED OPTIONS:

RTC92	WINCH TRUCK	$ 36,000.00
	TOTAL OF PUBLISHED OPTIONS {TRUCK & BODY}	**$ 95,787.89**

NON-PUBLISHED OPTIONS:

	DISCOUNT	$ (7,692.89)



Jose Luis (Joe) Gonzalez
Truck Sales Consultant

Rush Truck Center - Pharr
4700 North Cage Boulevard
Pharr, Texas 78577

888-901-7383 toll free
956-782-4511 direct
956-566-8100 cell
956-702-7495 fax

GonzalezJ@Rush-Enterprises.com

PETERBILT CHASSIS AND BODY OPTIONS PAGE

AI-15272 **16.D.**

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

CC REGULAR

Date:	05/05/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Civil Action No. 7:09-112; Maria G. Ybarra v. 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	04/30/2009 11:31 AM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Monica Badillo			Started On: 04/30/2009 09:09 AM	
Final Approval Date: 05/01/2009				

AI-15302 **16.E.**

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

CC REGULAR

Date:	05/05/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-818-08-D; Benito and Sandra Gonzalez et al 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	05/01/2009 04:09 PM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Monica Badillo — Started On: 05/01/2009 03:51 PM

Final Approval Date: 05/01/2009

AI-15238 **16.F.**

Claim of Blanca Olivarez Garcia

CC REGULAR

Date:	05/05/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Blanca Olivarez Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 04:08 PM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/29/2009 11:40 AM

Final Approval Date: 05/01/2009

AI-15235 **16.G.**

Claim of Pablo Hernandez

CC REGULAR

Date:	05/05/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Pablo Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 04:08 PM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Aida Alvarez			Started On: 04/29/2009 11:34 AM	
Final Approval Date: 05/01/2009				

AI-15274 **17.D.**

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

CC REGULAR

Date:	05/05/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil Action No. 7:09-112; Maria G. Ybarra v. 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	04/30/2009 11:32 AM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW
Form Started By: Monica Badillo			Started On: 04/30/2009 09:11 AM	
Final Approval Date: 05/01/2009				

AI-15304 **17.E.**

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

CC REGULAR

Date:	05/05/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-818-08-D; Benito and Sandra Gonzalez et al 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	05/01/2009 04:09 PM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Monica Badillo — Started On: 05/01/2009 03:54 PM

Final Approval Date: 05/01/2009

AI-15239 **17.F.**

Claim of Blanca Olivarez Garcia

CC REGULAR

Date:	05/05/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Blanca Olivarez Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 04:08 PM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/29/2009 11:42 AM

Final Approval Date: 05/01/2009

AI-15236 **17.G.**

Claim of Pablo Hernandez

CC REGULAR

Date:	05/05/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Pablo Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/29/2009 04:08 PM	APRV
2	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/29/2009 11:38 AM

Final Approval Date: 05/01/2009