

AI-17510

6.D.

**CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff's Department
CC REGULAR**

Date: 09/22/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 01:34 PM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 01:07 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 03:00 PM	APRV

Form Started By: Monica Badillo
Started On: 09/15/2009 01:15 PM
Final Approval Date: 09/18/2009

AI-17533

6.E.

Claim of Edith Marroquin

CC REGULAR

Date: 09/22/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Edith Marroquin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/16/2009 10:50 AM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 01:08 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 03:16 PM	APRV

Form Started By: Aida Alvarez
Started On: 09/16/2009 10:46 AM

Final Approval Date: 09/18/2009

AI-17586

6.F.

**C-2575-09-E; Juan Jose Munoz v. Sheriff Lupe Trevino and County of Hidalgo
CC REGULAR**

Date: 09/22/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-2575-09-E; Juan Jose Munoz v. Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 01:48 PM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 03:51 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 04:08 PM	APRV

Form Started By: Monica Badillo
Started On: 09/18/2009 01:47 PM
Final Approval Date: 09/18/2009

AI-17511

7.D.

**CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff's Department
CC REGULAR**

Date: 09/22/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 02:08 PM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 01:07 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 03:07 PM	APRV

Form Started By: Monica Badillo Started On: 09/15/2009 01:16 PM
Final Approval Date: 09/18/2009

AI-17534

7.E.

Claim of Edith Marroquin

CC REGULAR

Date: 09/22/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Edith Marroquin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/16/2009 10:50 AM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 01:08 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 03:17 PM	APRV

Form Started By: Aida Alvarez
 Started On: 09/16/2009 10:48 AM

Final Approval Date: 09/18/2009

AI-17587

7.F.

**C-2575-09-E; Juan Jose Munoz v. Sheriff Lupe Trevino and County of Hidalgo
CC REGULAR**

Date: 09/22/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

C-2575-09-E; Juan Jose Munoz v. Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 01:49 PM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 03:52 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 04:08 PM	APRV

Form Started By: Monica Badillo
Started On: 09/18/2009 01:47 PM
Final Approval Date: 09/18/2009

AI-17431

10.B.

**Renewal of Child Welfare Board members
CC REGULAR**

Date: 09/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of renewal of members to the Hidalgo County Child Welfare Board, Inc.

BACKGROUND

Fiscal Impact

Attachments

Link: [member list](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/10/2009 11:39 AM	APRV
2	Auditor's Office	Linda Fong	09/18/2009 01:48 PM	APRV
3	Purchasing Department	Marty Salazar	09/18/2009 02:11 PM	APRV
Form Started By: Angela Garcia			Started On: 09/10/2009 11:20 AM	
Final Approval Date: 09/18/2009				

Hidalgo County Child Welfare Board, Inc.

<p>Secretary: Alicia de Leon 2401 Fairway Court Mission, TX 78572 Work 316-8704 Cell 467-9956 Fax 316-8690</p>	<p>Sylvia Alanis P.O. Box 5899 McAllen, TX 78502</p> <p>Home 630-4595 Cell 358-6688</p>	<p>Diana Casares 1208 Ohio Ave San Juan, TX 78589</p> <p>Cell 904-9890 Work 992-8329 Home 783-2565</p>
<p>Mary Gonzales 1714 Kayla Ave. Edinburg, TX 78539</p> <p>Home 287-4329 Cell 342-3969</p>	<p>Treasurer: David Cantu 901 N. 5th McAllen, TX 78501</p> <p>Home 688-6101 Work 984-4861 Cell 878-0606</p>	<p>Vice-President: Alma D. Villalpando 4008 San Esteban Crt. Mission, TX 78572</p> <p>Cell 458-4411 Work 992-8329 Home 519-0349</p>
<p>Chairperson: Carmen P. Silva 2819 Anacua Dr. Edinburg, TX 78539</p> <p>Home 383-0089 Cell 457-0404</p>	<p>Cecilia Hinojosa P.O. Box 1981 McAllen, TX 78505</p> <p>Home 581-1693 Work 686-4224 Cell 454-0330</p>	<p>Doroteo Cordero, Jr. 501 E. Champion Edinburg, TX 78539</p> <p>Cell 821-3126 Work 383-3861 Home 383-5770</p>
<p>Johnny Rodriguez 915 E. Schunior Edinburg, TX 78539</p> <p>Cell 533-3843</p>	<p>Joe Borrego, Jr. 1409 S. 3rd Ave. Edinburg, TX 78539</p> <p>Cell 207-4369 Home 292-0792</p>	

AI-17597

10.C.

Status regarding Int. Agree. /Sub. Agree. Co. & DD
CC REGULAR

Date: 09/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Status Update Regarding Interlocal Agreement between County of Hidalgo and Hidalgo County Drainage District No. 1, and matters related thereto; consider approval of any agreements.
2. Status Update Regarding Subsidiary Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1, and matters related thereto; consider approval of any agreements relating to sale or lease of personal and real property.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 05:07 PM	APRV
2	Auditor's Office		09/18/2009 05:39 PM	NEW
Form Started By: Angela Garcia			Started On: 09/18/2009 05:00 PM	
Final Approval Date: 09/18/2009				

AI-17596

10.D.

**Grievance Salary - JP 2, 1
CC REGULAR**

Date: 09/22/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action on the Proposed 2010 Salary for Justice of the Peace, Pct. 2, Pl. 1 as per Section 152.016 of the Texas Local Government Code

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 05:01 PM	APRV
2	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Monica Badillo
Started On: 09/18/2009 04:46 PM
Final Approval Date: 09/18/2009

AI-17547

10.E.

**VIDA Pathways out of Poverty Project of the Rio Grande Valley
CC REGULAR**

Date: 09/22/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of Collaboration Agreement and/or resolution for the Pathways out of Poverty Project of the Rio Grande Valley Region .

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact

Attachments

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 09:32 AM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 11:46 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:51 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:17 PM	APRV

Form Started By: Erika Reyna
Started On: 09/16/2009 02:34 PM
Final Approval Date: 09/18/2009

RESOLUTION

WHEREAS, The Rio Grande Valley community is proud to be a part of the Pathways Out of Poverty Project. Our goals are to move unemployed and underemployed people out of poverty and into high growth, green jobs. Our comprehensive partnership will develop a skilled labor pool so that the energy industry in our area can thrive and grow. The participating community members wholeheartedly support this project. Each partner has a unique and important role in this effort; and

WHEREAS, **Valley Initiative for Development and Advancement (VIDA)** (Non-profit organization) will be the lead agency and will coordinate the efforts in the Rio Grande Valley Region. It will work with project members to recruit, train, and place participants in demand occupations and prepare for emerging employment from the green initiatives. It will pay for tuition, fees, books, and childcare for participants (with DOL and other funding) and assist participants with applying for financial aid. A core activity for VIDA will be weekly case management for all project participants; and

WHEREAS, **Workforce Solutions - Hidalgo County, Workforce Solutions Cameron** (Public workforce investment systems) will assist with recruiting project participants, identifying demands in the workforce and employment support in emerging green industries and/or incremental training for incumbent workers. Whenever possible and with joint assessment, our respective teams will labor to leverage resources to best meet the needs of the participants served in this proposal; and

WHEREAS, **South Texas College, Texas State Technical College, University of Texas/Texas Southmost College** (Education and training community) will work with VIDA and employer partners to develop training for emerging green occupations. It will provide training/education, provide the College Prep Academy to ensure that participants are ready for college-level work, and provide space for weekly case management meetings. As primary training providers, our partners at STC, TSTC, and UTB/TSC will work closely with VIDA and the other project partners in the development of customized and/or certification training for emerging green occupations; and

WHEREAS, **The International Brotherhood of Electrical Workers, Independent Electrical Contractors, National Association Plumbing, Heating and Cooling contractors of American** (Labor organization / employers) will train area residents in the electrical and plumbing apprenticeship programs. Their memberships will provide the *On the Job Training* component, and will ultimately be a reliable and dependable source of employment for the graduates; and

WHEREAS, **Starr County; Hidalgo County; Willacy, Starr, and Cameron County** (public sector / employers) will assist VIDA with public services announcements for recruiting and training participants and employers. Moreover, this region has received ARRA monies for weatherization. Therefore, the counties of Hidalgo, Cameron, Starr and Willacy will make reasonable efforts to make use of the various training services offered under this grant as may be appropriate for certain jobs within each county; and

WHEREAS, **Cities of Mission, McAllen, Edinburg, Weslaco, Mercedes, La Feria, Harlingen, Brownsville, Port Isabel, and Combes** (economic development / employers) VIDA is funded in large part by cities in the four-county region and more specifically by the economic development entities. In that vein, the Cities herein identified will work with VIDA in utilizing the training opportunities in this grant as a component to job creation and job retention in their respective communities; and

WHEREAS, Valley Interfaith (Non-profit organization) will work in partnership with VIDA to secure other funding for the project, recruit project participants, and recruit employers.

NOW THEREFORE BE IT RESOLVED THAT WE AFFIRM OUR SUPPORT FOR THE PATHWAYS OUT OF POVERTY PROJECT.

Myra Caridad García, Executive Director
Valley Initiative for Development and Advancement

David Oliveira, Chairman of the Board
Valley Initiative for Development & Advancement

Yvonne “Bonnie” Gonzalez, CEO
WorkForce Solutions, Hidalgo

Gaylen Lange, Executive Director
WorkForce Solutions, Cameron

Dr. Shirley Reed, President
South Texas College

Eloy Vera, County Judge
Starr County

Dr. Cesar Maldonado, President
Texas State Technical College

Eliseo Barnhart, County Judge
Willacy County

Dr. Juliet Garcia, President
University of Texas Brownsville &
Texas Southmost College

Carlos Cascos, County Judge
Cameron County

Juan D. Salinas III, County Judge
Hidalgo County

Ramiro Garza, Executive Director
Edinburg Economic Development Corp.

Keith Patridge, President & CEO
McAllen Economic Development Corp.

Pat Townsend, President/CEO
Mission Economic Development Authority

Hernan Gonzalez, CEO
Weslaco Economic Development Corp.

Steve Brewer, Mayor
City of La Feria, Texas

Joel Quintanilla, Mayor
City of Mercedes, Texas

William Martin, CEO
Harlingen Economic Development Corp.

Brenda Baldovinos, Executive Director
Port Isabel Economic Development Corp.

Jason Hilts, President/CEO
Greater Brownsville Incentives Corp.

Jo Wagner, Past President
National Association of Plumbing,
Heating and Cooling Contractors of America

Agapito Perez, Executive Director
Independent Electrical Contractors

Sergio Salinas, Executive Director
Internal Brotherhood of Electrical Workers

Elizabeth Valdez, Lead Organizer
Valley Interfaith

AI-17545

11.A.

DA Auto Settlement Check

CC REGULAR

Date: 09/22/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Safety Division

Information

CAPTION

Approval to accept settlement check from Old American County Mutual Fire Insurance Company in the amount of \$372.97 for an auto accident with County vehicle (District Attorney Office).

BACKGROUND

DOL: 07/21/09
Auto Accident

Acct #: 9-1222-360-00-000-000-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 08:44 AM	APRV
2	Erika Zamora	Erika Zamora	09/18/2009 04:27 PM	APRV
3	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Aida Alvarez
Started On: 09/16/2009 02:31 PM
Final Approval Date: 09/18/2009

AI-17474

12.B.

**Health Division - FY 2010 CPS / PHER Contract
CC REGULAR**

Date: 09/22/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached FY 2010 CPS / PHER Contract #2010-033343, Attachment #001, in the amount of \$684,409.00 for the period 9/15/2009 to 7/31/2010.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 2010 CPS / PHER Contract.
3. Requesting approval of the attached FY 2010 CPS / PHER Contract Budget and Salary Schedules for the period 9/15/2009 to 7/31/2010 (Account #9-1293-441-00-340-042-0).

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1293-441-00-340-042-0-XXX
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$684,409.00 for the CPS/PHER Grant Contract for FY 2010. Grant period is from 9/15/09 to 7/31/10.
Revenue account# 9-1293-331-12-340-042-0-000 CPS/PHER Revenues
100% grant funds. No cash match. Any allowances if applicable not covered by grant funds.

Attachments

- Link: [Contract](#)
- Link: [letter - cert. of revenues](#)
- Link: [Budget](#)
- Link: [Salary](#)
- Link: [County Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 04:29 PM	APRV

2	Manuel Chapa	Manuel Chapa	09/11/2009 05:03 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/16/2009 04:14 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 01:14 PM	APRV
5	Purchasing Department	Marty Salazar	09/18/2009 02:11 PM	APRV

Form Started By: Dan Beltran

Started On: 09/11/2009 04:14 PM

Final Approval Date: 09/18/2009

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2010-033343** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **\$684,409.00**, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **09/15/2009** and ends on **07/31/2010**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2010-033343-001 Community Preparedness Section / Public Health Emergency Response (PHER)
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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

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

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

Name: HIDALGO COUNTY

Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243

Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2010-033343-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000355146

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: Community Preparedness Section / Public Health Emergency Response
(PHER)

TERM: 09/15/2009 THRU: 07/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109) Focus Area I. Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:

- Hiring of staff to conduct accelerated vaccine planning, preparation and implementation activities.
- Initiating contracts for in-state vaccine transportation and distribution, temporary staff and/or local organizations (e.g., visiting nurses, community vaccinators) to ensure personnel will be available to vaccinate (or distribute antiviral) for potential vaccine clinics, and adequate storage space for sufficient quantities of vaccine. These contracts should only be executed following a decision by the federal government to initiate a mass vaccination campaign. Contracts should allow for termination for convenience and de-obligation of funds remaining if a decision is made to not conduct a full-scale vaccination campaign. **All contracts for vaccine transportation and distribution shall be coordinated with the DSHS Immunization Branch to reduce the potential for duplication of efforts.**
- Purchasing supplies that will be needed during the event (e.g., storage space, cold chain supplies, ancillary supplies for vaccination, lab testing supplies, general supplies, personal protective equipment and antivirals for public health response workers in accordance with Center for Disease Control (CDC) National Institute for Occupational Safety and Health guidelines, and non-pharmaceutical supplies).
- Purchasing the H1N1 vaccine. In addition to the H1N1 vaccine, Texas will receive supplies including, but not limited to, syringes, needles, alcohol swabs, and needle disposal containers to administer the H1N1 vaccine during a clinic. Funds may be used to purchase additional supplies as needed. Details on how to purchase these supplies will be provided by DSHS as they are available.

- Travel for planning, conferences and training related to pandemic preparedness activities.

These funds shall not be used for:

- Purchase of seasonal flu vaccine.
- Purchase of vehicles.
- Response or recovery efforts prior to the contract start date.
- Research.
- Construction.
- ~~Clinical care.~~
- Interest on loans for the acquisition and/or modernization of an existing building.

Recipients may only expend funds for reasonable program purposes and may not use funds to supplant Public Health Emergency Preparedness (PHEP) or any other program.

PHER funds must be accounted for by focus area. The funds associated with this contract are Focus Area 1. Commingling of funds between the PHEP and PHER programs is not allowed.

Funding may also be used to address other remaining pandemic preparedness and response gaps subject to approval by DSHS.

Contractor must comply with the administrative requirements outlined in 45 CFR Part 74 and Part 92, as appropriate. The following additional requirements apply to this project:

- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-12 Lobbying Restrictions
- AR-13 Prohibition on Use of CDC Funds for Certain Gun Control Activities
- AR-14 Accounting System Requirements

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

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

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109, <http://www.grants.gov/search/search.do?oppId=48370&mode=VIEW>);
- Contractor's FY10 Applicant Information and Budget Detail; and
- CDCs Local Emergency Preparedness and Response Inventory.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined below:

1. Complete and submit to DSHS the CDC gap analysis and work plan templates no later than October 15, 2009. The analysis and work plan shall be sent electronically to PHP.Contracts@dshs.state.tx.us.
2. Contractor must initiate contact with Tribal organizations within contractor's boundaries no later than October 31, 2009. Contractor shall ensure that Tribal organizations have adequate vaccination information and a vaccination plan in place. Contractor shall ensure Tribal organizations have access to funding necessary to achieve this goal.
3. Complete a mid-year report and an end of year report as requested by and in a format to be provided by DSHS. DSHS will notify contractors when the Centers for Disease Control (CDC) has released the reporting formats for completion and will provide 15 days to complete the required reports.
4. Coordinate with DSHS immunizations program staff to assist with education of local providers about the ordering process for H1N1 vaccine when that process is made available.
5. Conduct mass H1N1 vaccination clinics within the Contractor's jurisdiction if mass vaccination clinics are deemed necessary by CDC. DSHS will notify Contractor of CDC mass vaccination declarations including any guidelines.
6. Coordinate vaccine planning with other local preparedness and response partners, including but not limited to local emergency management coordinator, trauma service area regional advisory councils, local hospitals, large medical clinics, federally qualified health centers, local Independent School Districts and other community schools, colleges or universities.
7. Coordinate with DSHS epidemiology and surveillance staff at regional and state wide levels on collection and submission of influenza surveillance data.
8. Collect and submit influenza surveillance and investigation data and specimens as part of state-wide influenza surveillance and local response and surveillance. Influenza surveillance and investigation data should be submitted to DSHS Infectious Disease Control Unit through the DSHS Health Services Region (HSR) as appropriate for the situation. Data from the novel H1N1 case report form for deaths may be submitted via the National Electronic Disease Surveillance System (NEDSS) Based System (NBS) or by fax as agreed upon with the Health Service Region (HSR) within one (1) working day of completing the investigation. Specimens should be submitted to the Laboratory Resource Network (LRN) or DSHS Laboratory according to the specimen collection criteria located at <http://www.dshs.state.tx.us/swineflu/Lab-Test-Protocol.shtm>.
9. Attend quarterly DSHS public health preparedness meetings.

SECTION III. SOLICITATION DOCUMENT: -

Exempt – Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached categorical budget and, if applicable, equipment list.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Terms, Amendment** Article, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, Funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is not applicable to this Program Attachment.

2010-033343-001

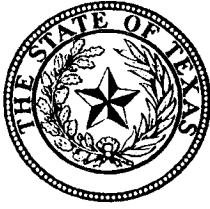
Categorical Budget:

PERSONNEL	\$286,609.00
FRINGE BENEFITS	\$87,675.00
TRAVEL	\$22,266.00
EQUIPMENT	\$122,610.00
<hr/>	
SUPPLIES	\$109,130.00
<hr/>	
CONTRACTUAL	\$20,000.00
<hr/>	
OTHER	\$36,119.00
TOTAL DIRECT CHARGES	\$684,409.00
INDIRECT CHARGES	\$0.00
TOTAL	\$684,409.00
DSHS SHARE	\$684,409.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$684,409.00

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 09/29/2010

Equipment List Attached.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

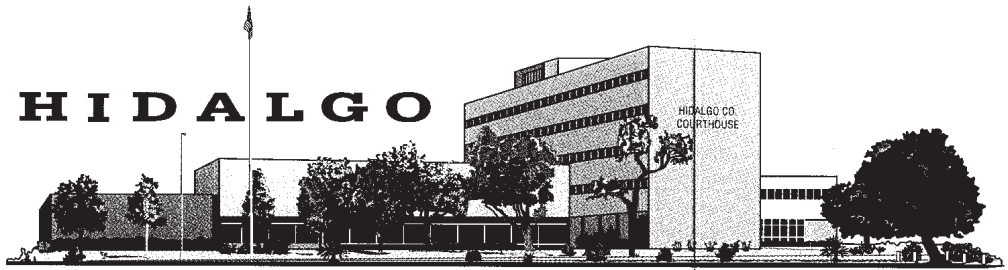
2010-033343

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name

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

September 9, 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 Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$684,409.00	2010-033343-001 Community Preparedness Section / Public Health Emergency Response (PHER)

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

9/10/09
Date

HIDALGO COUNTY DISTRICT JUDGES

DATE: September 11, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-042-0 FY 2010 CPS/PHER Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1293-441-00-340-042-0-113	Regular F/T Employees	\$ 286,609.00
9-1293-441-00-340-042-0-211	Health Insurance	\$ 29,147.71
9-1293-441-00-340-042-0-212	Life Insurance	\$ 231.00
9-1293-441-00-340-042-0-220	FICA	\$ 21,925.59
9-1293-441-00-340-042-0-230	Retirement	\$ 25,565.53
9-1293-441-00-340-042-0-250	Unemployment Compensation	\$ 1,433.05
9-1293-441-00-340-042-0-260	Worker's Compensation	\$ 9,372.12
9-1293-441-00-340-042-0-331	Physicians Services	\$ 15,000.00
9-1293-441-00-340-042-0-339	Other Professional Services	\$ 5,000.00
9-1293-441-00-340-042-0-441	Rental of Land and Buildings	\$ 2,000.00
9-1293-441-00-340-042-0-550	Printing and Binding	\$ 10,000.00
9-1293-441-00-340-042-0-540	Advertising	\$ 15,000.00
9-1293-441-00-340-042-0-581	Travel in County	\$ 1,650.00
9-1293-441-00-340-042-0-583	Travel Out of County	\$ 20,616.00
9-1293-441-00-340-042-0-584	Registration Fees	\$ 9,119.00
9-1293-441-00-340-042-0-601	Office and Computer Supplies	\$ 10,030.00
9-1293-441-00-340-042-0-603	Educational / Instructional Supplies	\$ 4,000.00
9-1293-441-00-340-042-0-604	Medical & Lab Supplies	\$ 61,000.00
9-1293-441-00-340-042-0-607	Household & Janitorial Supplies	\$ 20,000.00
9-1293-441-00-340-042-0-613	Safety Supplies	\$ 3,000.00
9-1293-441-00-340-042-0-664	Other Minor Equipment	\$ 11,100.00
9-1293-441-00-340-042-0-748	Other Equipment	\$ 122,610.00
	TOTAL BUDGET	\$ 684,409.00

INCREASE REQUEST \$

Revenue Account # 9-1293-331-12-340-042-0-000 \$ 684,409.00

REASON: Implement CPS / PHER Contract Budget for the period 9/15/2009 - 7/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE

ATTEST CO. CLERK

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
CPS-PUBLIC HEALTH EMERGENCY RESPONSE EMPLOYEE SALARY SCHEDULE
9-1293-441-00-340-042-0**

Term: 09/15/2009 - 7/31/2010			Salary 10/1/2009	Salary 1/1/2010	Salary for 10 month Grant Period
Slot #	Employee Name	Employee Title	12/31/2009	7/31/2010	
042-0001		Infection Control Coordin	\$ 15,152.00	\$ 35,355.00	\$ 50,507.00
042-0002		Surveillance Nurse-RN	\$ 15,152.00	\$ 35,355.00	\$ 50,507.00
042-0003		Surveillance Nurse-RN	\$ 15,152.00	\$ 35,355.00	\$ 50,507.00
042-0004		Surveillance Nurse-LVN	\$ 12,476.33	\$ 29,111.67	\$ 41,588.00
042-0005		Surveillance Nurse-LVN	\$ 12,476.33	\$ 29,111.67	\$ 41,588.00
042-0006		Surveillance Technician	\$ 7,786.68	\$ 18,169.32	\$ 25,956.00
042-0007		Surveillance Technician	\$ 7,786.68	\$ 18,169.32	\$ 25,956.00
	CPS-PHER Salary		\$ 85,982.02	\$ 200,626.98	\$ 286,609.00
	FICA	7.65%	\$ 6,577.62	\$ 15,347.96	\$ 21,925.59
	Retirement	8.92%	\$ 7,669.60	\$ 17,895.93	\$ 25,565.53
	Unemployment	0.50%	\$ 429.91	\$ 1,003.13	\$ 1,433.05
	Worker's Comp.	3.27%	\$ 2,811.61	\$ 6,560.50	\$ 9,372.12
	Health Insurance	\$4,164/Yr.			\$ 29,147.71
	Life Insurance	\$33/Yr.			\$ 231.00
	CPS-PHER Fringe Benefit		\$ 17,488.74	\$ 40,807.53	\$ 87,675.00
	CPS-PHER Sal/FB		\$ 103,470.76	\$ 241,434.51	\$ 374,284.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

AI - 17474

**9-1293-441-00-340-042-0-XXX
CPS/ PHER**

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	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	INFECTION CONTROL COORDINATOR	45,921.00	50,507.00	50,507.00	0.05	0.00	0.00	50,507.00	0.00	0.00	0.00	0.00	0.00	0.00	48,217.00
0002	113	SURVEILLANCE NURSE- RN	45,921.00	50,507.00	50,507.00	0.05	0.00	0.00	50,507.00	0.00	0.00	0.00	0.00	0.00	0.00	48,217.00
0003	113	SURVEILLANCE NURSE- RN	45,918.00	50,507.00	50,507.00	0.05	0.00	0.00	50,507.00	0.00	0.00	0.00	0.00	0.00	0.00	48,214.00
0004	113	SURVEILLANCE NURSE- LVN	36,267.00	41,588.00	41,588.00	0.05	0.00	0.00	41,588.00	0.00	0.00	0.00	0.00	0.00	0.00	38,080.00
0005	113	SURVEILLANCE NURSE- LVN	33,711.00	41,588.00	41,588.00	0.05	0.00	0.00	41,588.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SURVEILLANCE TECHNICIAN	33,711.00	25,956.00	25,956.00	0.05	0.00	0.00	25,956.00	0.00	0.00	0.00	0.00	0.00	0.00	35,397.00
0007	113	SURVEILLANCE TECHNICIAN	19,682.00	25,956.00	25,956.00	0.05	0.00	770.00	25,956.00	0.00	0.00	0.00	0.00	0.00	0.00	21,436.00
TOTAL			261,131.00	286,609.00	286,609.00		0.00	770.00	286,609.00	0.00	0.00	0.00	0.00	0.00	0.00	239,561.00

Approval of salary schedule. Grant period 10/01/2009 through 10/31/2010.

AI-17573

13.A.

Burn Ban Status

CC REGULAR

Date: 09/22/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: A. A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion, consideration, and action regarding the lifting of the Burn Ban which is currently in effect until October 11, 2009.

BACKGROUND

Due to current weather conditions and rain the county has received, the drought conditions have been minimized. Future weather conditions are favorable to allow controlled burning and lifting of the current restrictions.

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	Erika Zamora	09/17/2009 02:21 PM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 02:30 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:17 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:08 PM	APRV

Form Started By: Belinda Alvarez
Started On: 09/17/2009 01:47 PM

Final Approval Date: 09/18/2009

**Subrecipient Agreement amend. - Food Bank
CC REGULAR**

Date: 09/22/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of an amendment to the Subrecipient Agreement with the Food Bank of the Rio Grande Valley (Public Services – General) in the total amount of \$50,000.00 for the Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the reimbursement of purchase of food for the distribution by the Elsa Food Pantry who serves the Delta Area. The amendment will include the purchase of food for the distribution by Iglesia Rosa De Sarron who serves the City of La Villa residents. The amended agreement shall be effective on September 22, 2009 and terminate on May 31, 2009. (See the attached exhibits)

Subrecipient: Food Bank of the Rio Grande Valley

Original Agreement:	Hidalgo County Precinct #1	\$25,000.00
	City of Elsa	\$10,000.00
		<u>\$35,000.00</u>

Amended Agreement:	Hidalgo County Precinct #1	\$25,000.00
	City of Elsa	\$10,000.00
	City of La Villa	\$15,000.00
		<u>\$50,000.00</u>

Total Funding Amount \$50,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County Year 22 (2009) Funds. Agreement amount will increase by \$15,000.00 with a new agreement amount of \$50,000.00.

Attachments

Link: [agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 08:39 AM	APRV
2	Perla Lopez	Perla Lopez	09/17/2009 10:19 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:21 PM	APRV
4	Dina Trevino	Dina Trevino	09/18/2009 04:54 PM	APRV
5	Purchasing Department		09/18/2009 05:39 PM	NEW

Form Started By: Estella Webber Started On: 09/16/2009 10:08 AM

Final Approval Date: 09/18/2009

STATE OF TEXAS }
 }
 COUNTY OF HIDALGO }

AMENDED - SUBRECIPIENT AGREEMENT

This *amended* Agreement is made and entered into on this the 22nd day of September, 2009, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "**ENTITY**", and **FOOD BANK OF THE RIO GRANDE VALLEY**, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the **ENTITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of **\$ 50,000.00**, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). **SUBRECIPIENT** shall obtain approval, in writing, from **ENTITY** prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the “Records and Reports”) and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor’s findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**’s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full 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 **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the “Requests for Payments”) of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

**SECTION VII
Other Program Requirements**

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

**SECTION VIII
Uniform Administrative Requirements**

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

**SECTION IX
Audit Requirements**

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X

Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, (*i.e., timely submittal of monthly reports and/or reimbursements*), may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and the **FOOD BANK OF THE RIO GRANDE VALLEY**.

SECTION XI

Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** 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.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

Food Bank of the Rio Grande Valley, Inc.
Attn: Terri Drefke, Executive Director
P.O. Box 6251
McAllen, Texas 78502
terrid@foodbankrgv.com
Phone: (956) 682-8101
Fax: (956) 682-7921

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.

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.

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.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

**SECTION XVII
Effective Date**

The effective date of this *amended* agreement shall be the **22nd day of September 2009** such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____, 20__.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Food Bank of the Rio Grande Valley, Inc.
Address: P.O. Box 62951
City/State/Zip: McAllen, Texas 78502
Federal I.D. # or Soc. Sec. #: 74-2421560
DUNS #: 78-659-4614

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
\$ 25,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients on the 2nd Saturday of every month from 6:00am-10:00am.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Emergency assistance is always available, home deliveries to the elderly, disabled and those lacking transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Families, adults, seniors, children and homeless of all ages, gender who are low income residents within the Pct 1 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Elsa Housing Food Pantry 309 W. 3rd Ave. Elsa, Texas 78543 and home deliveries to the elderly, disable and to those who lack transportation.

Exhibit B-1
GRANT BUDGET
 Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food Distribution	\$ 25,000.00
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000.00

Initials _____

Revised June 2009

Exhibit B-2
PAYMENT SCHEDULE
 Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200 9 - 2010 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 2,272.00	Food Distribution
August	\$ 2,272.00	Food Distribution
September	\$ 2,272.00	Food Distribution
October	\$ 2,272.00	Food Distribution
November	\$ 2,272.00	Food Distribution
December	\$ 2,272.00	Food Distribution
January	\$ 2,272.00	Food Distribution
February	\$ 2,272.00	Food Distribution
March	\$ 2,272.00	Food Distribution
April	\$ 2,272.00	Food Distribution
May	\$2,280.00	Food Distribution
TOTAL:	\$25,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
 Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200<u> </u>9 - 2010 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	2116	Distribution of Food
August	0	Distribution of Food
September	0	Distribution of Food
October	0	Distribution of Food
November	0	Distribution of Food
December	0	Distribution of Food
January	0	Distribution of Food
February	0	Distribution of Food
March	0	Distribution of Food
April	0	Distribution of Food
May	0	Distribution of Food
Total for the Year:	2116	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Elsa

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
\$ 10,000.00 Awarded By: City of Elsa

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients on the 2nd Saturday of every month from 6:00am-10:00am.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Emergency assistance is always available, home deliveries to the elderly, disabled and those lacking transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Families, adults, seniors, children and homeless of all ages, gender who are low-income residents within the city limits of Elsa.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Elsa Housing Food Pantry 309 W. 3rd Ave. Elsa, Texas 78543 and home deliveries to the elderly, disable and to those who lack transportation.

Exhibit B-1
GRANT BUDGET
City of Elsa

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food Distribution	\$ 10,000.00
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Exhibit B-2
PAYMENT SCHEDULE
City of Elsa

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200<u> </u>9 - 2010<u> </u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 909.00	Food Distribution
August	\$ 909.00	Food Distribution
September	\$ 909.00	Food Distribution
October	\$ 909.00	Food Distribution
November	\$ 909.00	Food Distribution
December	\$ 909.00	Food Distribution
January	\$ 909.00	Food Distribution
February	\$ 909.00	Food Distribution
March	\$ 909.00	Food Distribution
April	\$ 909.00	Food Distribution
May	\$910.00	Food Distribution
TOTAL:	\$10,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Elsa

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200<u>9</u> - 2010 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	1058	Distribution of Food
August	0	Distribution of Food
September	0	Distribution of Food
October	0	Distribution of Food
November	0	Distribution of Food
December	0	Distribution of Food
January	0	Distribution of Food
February	0	Distribution of Food
March	0	Distribution of Food
April	0	Distribution of Food
May	0	Distribution of Food
Total for the Year:	1058	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of La Villa

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
\$ 15,000.00 Awarded By: City of La Villa

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Begin food distribution to eligible recipients in La Villa.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients on the 2nd Wednesday of every month 9:00 am – 12:00 pm. Iglesia Rosa De Sarron will be conducting the food distribution.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Monthly distribution of commodities plus emergency assistance will be made available.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Families, adults, seniors, children and homeless of all ages, gender who are low-income residents within the city limits of La Villa.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Boys & Girls Club of La Villa – 320 West 2nd Street, La Villa, Texas 78562

Exhibit B-1
GRANT BUDGET
 City of La Villa

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food Distribution	\$ 15,000.00
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 15,000.00

Exhibit B-2
PAYMENT SCHEDULE
City of La Villa

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200<u> </u>9 - 2010<u> </u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October	\$ 1875.00	Food Distribution
November	\$ 1875.00	Food Distribution
December	\$ 1875.00	Food Distribution
January	\$ 1875.00	Food Distribution
February	\$ 1875.00	Food Distribution
March	\$ 1875.00	Food Distribution
April	\$ 1875.00	Food Distribution
May	\$ 1875.00	Food Distribution
TOTAL:	\$15,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of La Villa

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200<u>9</u> - 2010 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	975	Distribution of Food
November	0	Distribution of Food
December	0	Distribution of Food
January	0	Distribution of Food
February	0	Distribution of Food
March	0	Distribution of Food
April	0	Distribution of Food
May	0	Distribution of Food
Total for the Year:	975	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

**Exhibit D
RECORDS & REPORTS**

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
 - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education,
Hospitals and Other Non-Profit Organizations

- (1) Subpart A—“General”;
- (2) Subpart B—“Pre-Award Requirements,” except for §84.12, “Forms for Applying for Federal Assistance”;
- (3) Subpart C—“Post-Award Requirements,” except for:
- (i) Section 84.22, “Payment Requirements.” Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
- (ii) Section 84.23, “Cost Sharing and Matching”;
- (iii) Section 84.24, “Program Income.” In lieu of §84.24, CDBG subrecipients shall follow §570.504;
- (iv) Section 84.25, “Revision of Budget and Program Plans”;
- (v) Section 84.32, “Real Property.” In lieu of §84.32, CDBG subrecipients shall follow §570.505;
- (vi) Section 84.34(g), “Equipment.” In lieu of the disposition provisions of §84.34(g), the following applies:
- (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
- (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
- (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), “Monitoring and Reporting Program Performance”;
- (viii) Section 84.52, “Financial Reporting”;
- (ix) Section 84.53(b), “Retention and access requirements for records.” Section 84.53(b) applies with the following exceptions:
- (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
- (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
- (x) Section 84.61, “Termination.” In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—“After-the-Award Requirements,” except for §84.71, “Closeout Procedures.”

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

Interlocal Agreement - Hidalgo Co. Irrigation District.

CC REGULAR

Date: 09/22/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct # 3 is requesting authorization to approve an Interlocal Agreement with Hidalgo County Irrigation District No. 6 for the installation of water pipelines at Brushline Road and 8 Mile intersection of 4 B-8 lateral and intersection of the 4B Main Canal. Hidalgo County Precinct No.3 will utilize Urban County Program Year 21 (2008) street improvement funds.

BACKGROUND

Hidalgo County Irrigation District No. 6 will install the water pipelines on the intersection of 4 B-8 lateral and intersection of the 4B Main Canal on Brushline Road and 8 Mile. Hidalgo County Precinct No.3 will be utilizing Urban County Program Year 21 (2008) street improvement funds for the purchase of the water pipelines and related appurtenances (approximately \$7,000.00) through County contract #C-2008-343-02-17-C.

Available Funding: \$114,504.20 Year 21 (2008) Precinct No. 3 Street Improvement funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) Precinct #3 Street Improvement Funds for the purchase of the water pipelines and related appurtenances with an approximate cost of \$7,000.00.

Attachments

Link: [agreement - water pipelines](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 08:38 AM	APRV

2	Perla Lopez	Perla Lopez	09/17/2009 10:00 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:38 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:34 PM	APRV

Form Started By: Estella Webber

Started On: 09/16/2009 09:07
AM

Final Approval Date: 09/18/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**

This Agreement is made on this the 22nd day of September, 2009, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**, hereinafter referred to as "District" and the **COUNTY OF HIDALGO - PRECINCT NO. 3, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a non-profit organization governed by Chapter 49 of the Texas Water Code located in Hidalgo County, Mission, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, County desires to seek assistance from the District for the installation of water pipelines on 4B-8 lateral and the intersection of the 4B Main Canal and Brushline Road on Mile 8 with Community Development Block Grant ("CDBG") Precinct No. 3 Year 21 (2008) Street Improvement funds as detailed in the work plan and location maps attached as Exhibit "A";

WHEREAS, County agrees it is in its best interest to purchase such material as described herein;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** purchase water pipelines and related appurtenances.
2. **District agrees to** install the water pipelines and related appurtenances at no cost to the County.
3. **District and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets and will use their best efforts to complete the project no later than October 15, 2009.
4. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

5. 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.
6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.
8. **Entire Agreement.** This Agreement contains the entire contract among 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 District, and not otherwise.
9. **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.
10. **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 District: Hidalgo County Irrigation District No. 6
Attention: Cornelio Morales, General Manager
CC: Macarena Ortiz, Office Manager
101 East 14th Street
Mission, Texas 78572

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

With copy to: Joe M. Flores, Commissioner, Precinct No. 3
P.O. Box 607
Mission, Texas 78573

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.

11. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
18. **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, that 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 provision of Tex. Loc. Govt. Code Ann. §271.903.

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

Cornelio Morales, General Manager

HIDALGO COUNTY

Juan D. Salinas III, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____

Stephen L. Crain

Exhibit "A"

Exhibit "A"



Brushline Road (from 7 Mile to 8 Mile)

Work Plan: Construction of Brushline Road from 7 Mile to 8 Mile and the surrounding streets in the general vicinity to include but not limited to engineering and/or testing services, materials, supplies and related appurtenances.

Available Funds: \$114,504.20 2008 Precinct No. 3 Street Improvements

AI-17517

14.C.

Street Imp. project - City of Edcouch

CC REGULAR

Date: 09/22/2009
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 Guzman & Muñoz Engineering and Surveying, Inc. in the amount of \$26,426.00 utilizing Year 21 (2008) funds for Street Improvements (overlay & 6 new concrete valley gutters) project within the City of Edcouch.

BACKGROUND

Guzman & Muñoz Engineering and Surveying, Inc. has submitted a best and final offer for professional engineering services for the overlay & 6 new concrete valley gutters to Pacific Ave., Avenida Ave., Lopez St., Roberts St., Gonzales St., Murio St., Frederick St. and Bowers St. located within the City of Edcouch. Guzman & Muñoz Engineering and Surveying, Inc. was the highest rated firm by County Commissioner’s Court. Contract approval in the amount of \$26,426.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: \$ 26,426.00

Funds Available: \$ 199,980.05 2008 – Street Improvements – City of Edcouch

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) City of Edcouch - Street Improvement Funds for this project.

Contract Amount: \$ 26,426.00

Funds Available: \$199,980.05

Attachments

Link: [improvement project](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Erika Zamora	09/15/2009 04:51 PM	APRV
2	Perla Lopez	Perla Lopez	09/16/2009 01:25 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:41 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:07 PM	APRV

Form Started By: Estella Webber

Started On: 09/15/2009 02:52
PM

Final Approval Date: 09/18/2009



CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Melody S. Galvan - Mayor Pro-tem
Noe Quesada Jr. - Alderman PL. 2
Ruth Ruiz - Alderwoman PL. 3
Guadalupe Garcia - Alderwoman PL. 4
Eddy Gonzalez-Alderman PL. 5
Delmira Olivarez - City Manager

September 10 2009

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

Re: 2008 Street Improvement Project

Dear Ms. Serna:

I have asked Mr. Muniz, Project Coordinator for Guzman/Munoz Engineering, if they were open for negotiations, and he said no, that their offer was final. Therefore, we are asking that your office review such offer and if it seems in order that we move forward with this project.

If you should require additional information please contact my office at your earliest convenience @ 956-262-2140.

Sincerely,

Delmira Olivarez
City Manager

SEP 10 2009
Qu



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

301 S. Texas, 2nd Floor
Mercedes, Texas 78570

PHONE: (956) 825-9930
FAX: (956) 825-9829

July 31, 2009

Delmira Olivarez
City Manager
211 Southern Street
Edcouch, Texas 78538

Re: City of Edcouch – Hidalgo County Urban County Program – 2008 Street Improvement Project – Best and Final Offer

Mrs. Olivarez,

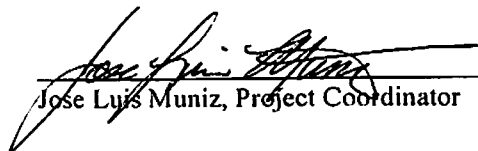
GMES is pleased to offer our complete surveying, design and construction phase services for this project. We have reviewed our scope of services and find that the following fees are reasonable and in line with current Texas Society of Professional Engineers guidelines for compensation of basic engineering design services and other additional professional services.

<u>Basic Engineering Services</u>	
Project basic engineering design	\$19,820.00
<u>Additional Professional Services</u>	
Design Topography Surveying	\$ 6,606.00
<u>Total Fees</u>	<u>\$26,426.00</u>

We look forward to working with the City for the successful completion of this project within the budget and time allowed. **The total fees of \$26,426.00 is our best and final offer.**

Please call us if you need any further assistance or have any questions.

Respectfully,
Guzman & Muñoz Engineering and Surveying, Inc.



Jose Luis Muniz, Project Coordinator

Copy: Jose Luis Munoz, P.E., GMES

Office Locations:

- 913 E. Harrison, Suite 14, Harlingen, TX 78550, Ph: (956) 425-1330 FAX: (956) 425-1685
- 1100 E. Jasmine Ave., Suite 107, McAllen, TX 78501, Ph: (956) 682-3812 FAX: (956) 682-3813



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

301 S. Texas, 2nd Floor
Mercedes, Texas 78570

PHONE: (956) 825-9930
FAX: (956) 825-9829

July 31, 2009

Delmira Olivarez
City Manager
211 Southern Street
Edcouch, Texas 78538

Re: City of Edcouch – Hidalgo County Urban County Program – 2008 Street Improvement Project – Scope of Services & Engineers Probable Cost Estimate


Mrs. Olivarez,

Please find the attached Scope of Services for the above mentioned project. GMES is pleased to offer our complete surveying, design and construction phase services for this project. Also attached is the Engineers probable cost estimate broken down by streets. As requested each street is being designated as a project. This will allow you to select only those streets that meet your budget.

We look forward to working with the City for the successful completion of this project within the budget and time allowed.

Please call us if you need any further assistance or have any questions.

Respectfully,
Guzman & Muñoz Engineering and Surveying, Inc.


Jose Luis Muniz, Project Coordinator

Copy: Jose Luis Munoz, P.E., GMES

Office Locations:

- 913 E. Harrison, Suite 14, Harlingen, TX 78550, Ph: (956) 425-1330 FAX: (956) 425-1685
- 1100 E. Jasmine Ave., Suite 107, McAllen, TX 78501, Ph: (956) 682-3812 FAX: (956) 682-3813

**PRELIMINARY ENGINEERS PROBABLE COST ESTIMATE
HIDALGO COUNTY URBAN COUNTY PROGRAM - EDCOUCH STREET IMPROVEMENTS
OVERLAY & 6' CONCRETE VALLEY GUTTERS**

Project "A"					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Pacific Ave. (Industrial St. to FM 1015)(27' B-B)				1,142 LF	
1	Base Repair (Includes Prime Coat)	761	S.Y.	\$17.00	\$12,937.00
2	Cold Milling Asphalt	761	S.Y.	\$2.50	\$1,902.50
3	Tack Coat (0.05 gal./S.Y.)	152	Gal.	\$4.00	\$608.00
4	1-1/2" Asphalt Overlay with Level-Up	3,045	S.Y.	\$10.00	\$30,450.00
5	6" Conc. Valley Gutters Reinf.	162	L.F.	\$45.00	\$7,290.00
6	Barricades, Signs & Traffic Handling	1	L.S.	\$600.00	\$600.00
Construction Sub-Total					\$53,787.50
15% Contingencies					\$8,068.13
Construction Total					\$61,855.63

Project "B"					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Avenida Ave. (Gutierrez St., north to Dead End) (24 B-B)				490 LF	
1	Base Repair (Includes Prime Coat)	343	S.Y.	\$17.00	\$5,831.00
2	Cold Milling Asphalt	327	S.Y.	\$2.50	\$817.50
3	Tack Coat (0.05 gal./S.Y.)	57	Gal.	\$4.00	\$228.00
4	1-1/2" Asphalt Overlay with Level-Up	1,143	S.Y.	\$10.00	\$11,430.00
5	6" Conc. Valley Gutters Reinf.	72	L.F.	\$45.00	\$3,240.00
6	Barricades, Signs & Traffic Handling	1	L.S.	\$600.00	\$600.00
Construction Sub-Total					\$22,146.50
15% Contingencies					\$3,321.98
Construction Total					\$25,468.48

Project "C"					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Lopez St. (Valencia to Roberts)				351 LF	
1	Base Repair (Includes Prime Coat)	273	S.Y.	\$17.00	\$4,641.00
2	Cold Milling Asphalt	520	S.Y.	\$2.50	\$1,300.00
3	Tack Coat (0.05 gal./S.Y.)	55	Gal.	\$4.00	\$220.00
4	1-1/2" Asphalt Overlay with Level-Up	1,092	S.Y.	\$10.00	\$10,920.00
5	Barricades, Signs & Traffic Handling	1	L.S.	\$1,200.00	\$1,200.00
Construction Sub-Total					\$18,281.00
15% Contingencies					\$2,742.15
Construction Total					\$21,023.15

**PRELIMINARY ENGINEERS PROBABLE COST ESTIMATE
HIDALGO COUNTY URBAN COUNTY PROGRAM - EDCOUCH STREET IMPROVEMENTS
OVERLAY & 6' CONCRETE VALLEY GUTTERS**

Project "D"

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
Roberts St. (Lopez to Gonzales)					311 LF	
1	Base Repair (Includes Prime Coat)	242	S.Y.	\$17.00	\$4,114.00	
2	Cold Milling Asphalt	461	S.Y.	\$2.50	\$1,152.50	
3	Tack Coat (0.05 gal/S.Y.)	48	Gal.	\$4.00	\$192.00	
4	1-1/2" Asphalt Overlay with Level-Up	968	S.Y.	\$10.00	\$9,680.00	
5	Barricades, Signs & Traffic Handling	1	L.S.	\$1,200.00	\$1,200.00	
					Construction Sub-Total	\$16,338.50
					15% Contingencies	\$2,450.78
					Construction Total	\$18,789.28

Project "E"

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
Gonzales St. (Roberts to Murio)					274 LF	
1	Base Repair (Includes Prime Coat)	213	S.Y.	\$17.00	\$3,621.00	
2	Cold Milling Asphalt	506	S.Y.	\$2.50	\$1,265.00	
3	Tack Coat (0.05 gal/S.Y.)	43	Gal.	\$4.00	\$172.00	
4	1-1/2" Asphalt Overlay with Level-Up	851	S.Y.	\$10.00	\$8,510.00	
5	Barricades, Signs & Traffic Handling	1	L.S.	\$1,200.00	\$1,200.00	
					Construction Sub-Total	\$14,768.00
					15% Contingencies	\$2,215.20
					Construction Total	\$16,983.20

Project "F"

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
Murio St. (Gonzales to Lopez)					263 LF	
1	Base Repair (Includes Prime Coat)	205	S.Y.	\$17.00	\$3,485.00	
2	Cold Milling Asphalt	390	S.Y.	\$2.50	\$975.00	
3	Tack Coat (0.05 gal/S.Y.)	41	Gal.	\$4.00	\$164.00	
4	1-1/2" Asphalt Overlay with Level-Up	817	S.Y.	\$10.00	\$8,170.00	
5	Barricades, Signs & Traffic Handling	1	L.S.	\$1,200.00	\$1,200.00	
					Construction Sub-Total	\$13,994.00
					15% Contingencies	\$2,099.10
					Construction Total	\$16,093.10

**PRELIMINARY ENGINEERS PROBABLE COST ESTIMATE
HIDALGO COUNTY URBAN COUNTY PROGRAM - EDCOUCH STREET IMPROVEMENTS
OVERLAY & 6' CONCRETE VALLEY GUTTERS**

Project "G"

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Frederick St. (Adkins Ave to Crenshaw Ave.) (30' B-B)				485 LF	
1	Base Repair (Includes Prime Coat)	146	S.Y.	\$17.00	\$2,482.00
2	Cold Milling Asphalt	323	S.Y.	\$2.50	\$807.50
3	Tack Coat (0.05 gal./S.Y.)	73	Gal.	\$4.00	\$292.00
4	1-1/2" Asphalt Overlay with Level-Up	1,455	S.Y.	\$10.00	\$14,550.00
5	6" Conc. Valley Gutters Reinf.	60	L.F.	\$45.00	\$2,700.00
6	Barricades, Signs & Traffic Handling	1	L.S.	\$600.00	\$600.00
Construction Sub-Total					\$21,431.50
15% Contingencies					\$3,214.73
Construction Total					\$24,646.23

Project "H"

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Bowers St. (SH 107, south to Dead End) (30' B-B)				710 LF	
1	Base Repair (Includes Prime Coat)	426	S.Y.	\$17.00	\$7,242.00
2	Cold Milling Asphalt	473	S.Y.	\$2.50	\$1,182.50
3	Tack Coat (0.05 gal./S.Y.)	107	Gal.	\$4.00	\$428.00
4	1-1/2" Asphalt Overlay with Level-Up	2,130	S.Y.	\$10.00	\$21,300.00
5	6" Conc. Valley Gutters Reinf.	0	L.F.	\$45.00	\$0.00
6	Barricades, Signs & Traffic Handling	1	L.S.	\$600.00	\$600.00
Construction Sub-Total					\$30,752.50
15% Contingencies					\$4,612.88
Construction Total					\$35,365.38

Total Construction Cost for Projects "A - H" \$220,224.43

Basic Engineering Services

Engineering Design \$19,820.00 ✓

Additional Services - Surveying

Design Topography Surveying \$6,606.00 ✓

Total Construction, Engineering & Surveying \$246,650.43

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 22nd day of September 2009 by and between City of Edcouch, (hereinafter called the "Party") and Guzman & Muñoz Engineering and Surveying, Inc. (GMES), duly authorized Engineer, herein acting by Jose Luis Muñoz, P.E. (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 engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and 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 Account(s) 5008-20-0311-5000-2000. (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, may be 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 requested.
- l. The Engineer will be responsible for interim and final inspection.

- m. Furnish to the Party of City of Edcouch 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 Engineering services or data as required such as appropriate professional interpretations 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 **\$26,426.00** 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's 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 term of its engagement on the Project, the insurance as follows:

- 17.1 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.

Exhibit "A"
(Scope of Services)

see attached

City of Edcouch – Hidalgo County Urban County Program 2008 Street Improvement Project

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

Date: July 31, 2009

GMES shall render the following professional services necessary for the development of this project:

SCOPE OF SERVICES

PRELIMINARY DESIGN

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the City's representative in connection with any such services.
3. Prepare any permits that maybe required.
4. Prepare preliminary engineering design plans as necessary with cost estimates.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.

FINAL DESIGN

6. Prepare final engineering design plans with final cost estimate.

CONSTRUCTION PHASE SERVICES

7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening and prepare minutes.
9. Tabulate, analyze, and review bids for completeness and accuracy.

City of Edcouch – Hidalgo County Urban County Program 2008 Street Improvement Project

10. Provide horizontal and vertical control for construction contractor. Contractor will provide his own construction staking.
11. Conduct pre-construction conference and prepare copy of report/minutes.
12. Issue Notice to Proceed to construction contractor.
13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
15. Consult with and advise the locality during construction; issue to contractors all instructions requested by the locality; and prepare routine change orders if required.
16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
18. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by Hidalgo County UCP.
19. Prepare Certificate of Construction Completion and Clean Lien Certificate.
20. Conduct interim/final inspections.
21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

**City of Edcouch – Hidalgo County Urban County Program
2008 Street Improvement Project**

Engineering Design & Surveying Fees

<u>Basic Engineering Services</u>	
Engineering Design	\$19,820.00
<u>Additional Services - Surveying</u>	
Design Topography Surveying	\$6,606.00
<u>Total Fees for Engineering, Surveying and Construction Inspection</u>	<u>\$26,426.00</u>

AI-17515

14.D.

Home Rehab bids

CC REGULAR

Date: 09/22/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

(1) Unit in the City of San Juan, (1) Unit in the City of Alamo, (1) Unit in the City of Mercedes and (1) Unit in the Countywide area in the amount of \$162,900.00 to CRG HOMES INC.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on July 14 & 28, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 9, 2009.

Fiscal Impact

Attachments

Link: [rehab bid approval](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:28 PM	APRV
2	Perla Lopez	Perla Lopez	09/15/2009 04:13 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:43 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:34 PM	APRV
Form Started By: Estella Webber			Started On: 09/15/2009 02:30 PM	
Final Approval Date: 09/18/2009				

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET**

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

DEPARTMENT NAME:

BID OPENING DATE: September 09 ,2009

BID OPENING TIME: 9:30 AM

DESCRIPTION OF BID: DEMOLITION & RECONSTRUCTION OF SINGLE UNITS IN THE CITIES OF: SAN JUAN, ALAMO, MERCEDES, AND ONE UNIT IN THE COUNTY WIDE AREA

ROLANDO'S GENERAL CONSTRUCTION			
UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED	
1 A. SOLIS	\$ 37,900.00	\$ 1,850.00 cc	
2 S. J. LOPEZ	\$ 46,500.00	\$ 2,325.00 cc	
3 R. CASTILLO	\$ 46,000.00	\$ 2,300.00 cc	
4 A. ZAPATA	\$ 46,000.00	\$ 2,300.00 cc	

J. D. VILLARREAL CONSTRUCTION			
UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED	
1 A. SOLIS	NO BID	N/A	
2 S. J. LOPEZ	NO BID	N/A	
3 R. CASTILLO	\$ 43,800.00	\$ 2,500.00 bb	
4 A. ZAPATA	\$ 43,800.00	\$ 2,500.00 bb	

G & G CONSTRUCTION			
UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED	
1 A. SOLIS	\$ 35,300.00		
2 S. J. LOPEZ	\$ 45,800.00	\$ 8,600.00 cc	
3 R. CASTILLO	\$ 44,690.00		
4 A. ZAPATA	\$ 44,690.00		

CRG INC.			
UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED	
1 A. SOLIS	\$ 34,800.00	\$ 1,740.00 cc	
2 S. J. LOPEZ	\$ 44,400.00	\$ 2,220.00 cc	
3 R. CASTILLO	\$ 41,850.00	\$ 2,092.50 cc	
4 A. ZAPATA	\$ 41,850.00	\$ 2,092.50 cc	

DELEON CONSTRUCTION			
UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED	
1 A. SOLIS	\$ 35,900.00	\$ 1,800.00	
2 S. J. LOPEZ	NO BID	N/A	
3 R. CASTILLO	NO BID	N/A	
4 A. ZAPATA	NO BID	N/A	

LOREDO CONSTRUCTION			
UNITS	TOTAL BASE CHARGE	BID BOND/CASHIER'S CHECK INCLUDED	
1 A. SOLIS	\$ 35,800.00	NONE SUBMITTED	
2 S. J. LOPEZ	\$ 53,680.00	NONE SUBMITTED	
3 R. CASTILLO	\$ 48,900.00	NONE SUBMITTED	
4 A. ZAPATA	\$ 49,200.00	NONE SUBMITTED	

TYPED AS READ AT BID-OPENING, AMOUNTS NOT VERIFIED/CALCULATED

**Housing proposals - CHDO
CC REGULAR**

Date: 09/22/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI) and Proyecto Azteca as Community Housing Development Organization (CHDO's) within the County of Hidalgo.

2. Requesting approval to execute the 2009 HOME/CHDO contracts for Affordable Homes of South Texas, Inc. (AHSTI) and Proyecto Azteca.

BACKGROUND

The Urban County Program requested proposals from non-profit housing organizations on March 24, 2009 and again on March 31, 2009. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The proposed funding amount for each CHDO is as follows:

Affordable Homes of South Texas, Inc. (AHSTI) - \$1,014,000 - to build thirty-nine (39) homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

Proyecto Azteca - \$1,000,700 – to build twenty-five (25) homes for low to moderate-income families that are below 80% of the area median income for Hidalgo County.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Link: [community housing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:26 PM	APRV

2	Perla Lopez	Perla Lopez	09/15/2009 04:04 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:46 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:09 PM	APRV

Form Started By: Estella Webber

Started On: 09/15/2009 02:16
PM

Final Approval Date: 09/18/2009

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

MEMORANDUM

DATE: April 27, 2009
TO: Diana R. Serna, Director
FROM: Steve de la Garza, Compliance Division Manager *sdg*
RE: Fiscal Year 2009 CHDO Committee Funding Recommendations

*WRS
4.28.09*

Listed below, please find the recommended proposals, amounts and unit totals that were made by the committee members on the use of Fiscal Year 2009 CHDO monies:

	<u>Grade</u>	<u>Proposed Funding Amount & Units</u>	<u>Award Amount & Units</u>
Affordable Homes of South Texas, Inc.	94	\$ 1,500,000 / 58	\$ 1,014,000 / 39
Proyecto Azteca	90	\$ 1,200,840 / 30	\$ 1,000,700 / 25
South Texas Economic Dev. Corp.	88	\$ 402,876 / 50	\$ 0.00

The CHDO Committee recommends funding the two (2) highest proposals. As you are aware, the Fiscal Year 2009 CHDO set-aside was published as \$1,000,000. Due to the influx of additional NSP and ORCA funds received by the UCP this fiscal year, along with written requests received expressing interest in additional CHDO funding, we recommend the increase in award amounts for both AHSTI and Proyecto Azteca. This increase in the CHDO set-aside will help curtail the possibility of uncommitted funds within the Owner-Occupied Rehabilitation Program.

Additionally, the CHDO committee would like to note that STEDC only scored two points less than Proyecto Azteca, however there were numerous issues found to be unsatisfactory within their multi-family project proposal. Items of concern included: 1) 100% of the CHDO funds would be utilized for pre-development activities which is characterized as the highest risk of investment for this type of activity; 2) 86% of the total leverage funds have yet to be acquired; 3) the proposed project schedule indicates that the project will be completed within one year however the project site is still unknown; and 4) 9% of the total project costs would be for architectural expenses.

Steve de la Garza
Steve de la Garza

Tony Barco
Tony Barco

Michelle F. Mendoza
Michelle Mendoza

Joe Barron
Joe Barron

The information contained in the following checklist refers to the definition of a Community Housing Development Organization (CHDO) as stated in Subpart A, Section 92.2 of the HOME Interim Rule.

CHDO RE-CERTIFICATION CHECKLIST

NAME OF ORGANIZATION: AHSTI

DATE: June 26, 2009

4/27/09

I. LEGAL STATUS

1. The nonprofit organization is organized under State or local laws, as evidenced by:
 A Charter, OR
 Articles of Incorporation
2. No part of its net earning inure to the benefit of any member, founder, contributor, or individual, as evidenced by:
 A Charter, OR
 Articles of Incorporation
3. Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501 (c) (3) or (4) of the Internal Revenue Code of 1986, as evidenced by:
 A 501 (c) (3) or (4) Certificate from the IRS,

OR

Is classified as a subordinate of a central organization non-profit under section 905 of the Internal Revenue code as evidenced by:

A group exemption letter from the IRS that includes the CHDO

4. Has among its purposes the provision of decent housing that is affordable to low and moderate income people, as evidenced by a statement in the organization's:
 Charter,
 Articles of Incorporation,
 By-laws, or
 Resolutions

II. CAPACITY

1. Conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by:
 A notarized statement by the president or chief financial officer of the organization;

A certification from a Certified Public Accountant, or
 A HUD approved audit summary

2. Has demonstrated capacity for carrying out activities assisted with HOME funds, as evidenced by:

Resumes and/or statement that describe the experience of key staff members who have successfully completed projects similar to those to be assisted with HOME funds; or

Contract (s) with consultant firms or individuals who have housing experience similar to projects to be assisted with HOME funds, to train appropriate key staff of the organization

3. Has a history of serving the community within which housing to be assisted with HOME funds is to be located, as evidenced by:

A statement that documents at least one year of experience in serving the community; or

For newly created organizations formed by local churches, service or community organizations, a statement that documents that its parent organization has at least one year of experience in serving the community.

III. ORGANIZATIONAL STRUCTURE

1. Maintains at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income community residents, or elected representative of low-income neighborhood organizations as evidenced by the organization's:

By-Laws,
 Charter, or
 Articles of Incorporation

Under the HOME program, for urban areas, the term "Community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "Community" is defined as one or several neighborhoods, a town, village, county, or multi-county area (but not the whole state).

2. Provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development, and management of affordable housing projects, as evidenced by:

The organization's By-Laws,
 Resolutions, or
 A written statement of operating procedures approved by the governing body

3. A CHDO may be chartered by a State or local government, but the following restrictions apply: (1) the State or local government may not appoint more than one-third of the

membership of the organization's governing body; (2) the board members appointed by the State or local government may not, in turn, appoint the remaining two-thirds of the board members; and (3) no more than one-third of the governing board members are public officials (including any employees of the PJ), as evidenced by the organization's:

By-Laws
 Charter, or
 Articles of Incorporation

4. If the CHDO is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's:

By-Laws
 Charter, or
 Articles of Incorporation

IV. RELATIONSHIP WITH FOR-PROFIT ENTITIES

1. The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by:

The organization's By-Laws, or
 A Memorandum of Understanding (MOU)

2. A Community Housing Development Organization may be sponsored or created by a for-profit entity, however:

- (1) The for-profit entity's primary purpose does not include the development or management of housing, as evidenced:

In the for-profit organization's By-Laws; and,

- (2) The CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced in the CHDO's:

By-Laws
 Charter, or
 Articles of Incorporation

FOR UCP Office Personnel Only:

Date Re-Certification Documentation Received:

4/8/09

Next Re-Certification Due Date:

4/27/09

Documentation Reviewed by:

Steve de la R.

Title:

Compliance Program Manager

Is CHDO in compliance?

YES NO

Additional follow up needed?

YES NO

NOTES:

The information contained in the following checklist refers to the definition of a Community Housing Development Organization (CHDO) as stated in Subpart A, Section 92.2 of the HOME Interim Rule.

CHDO RE-CERTIFICATION CHECKLIST

NAME OF ORGANIZATION: _____

DATE: _____

Project Access
4/27/09

I. LEGAL STATUS

1. The nonprofit organization is organized under State or local laws, as evidenced by:
 A Charter, OR
 Articles of Incorporation
2. No part of its net earning inure to the benefit of any member, founder, contributor, or individual, as evidenced by:
 A Charter, OR
 Articles of Incorporation
3. Has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501 (c) (3) or (4) of the Internal Revenue Code of 1986, as evidenced by:
 A 501 (c) (3) or (4) Certificate from the IRS,

OR

Is classified as a subordinate of a central organization non-profit under section 905 of the Internal Revenue code as evidenced by:

A group exemption letter from the IRS that includes the CHDO

4. Has among its purposes the provision of decent housing that is affordable to low and moderate income people, as evidenced by a statement in the organization's:
 Charter,
 Articles of Incorporation,
 By-laws, or
 Resolutions

II. CAPACITY

1. Conforms to the financial accountability standards of 24 CFR 84.21, "Standards for Financial Management Systems", as evidenced by:
 A notarized statement by the president or chief financial officer of the organization;

- A certification from a Certified Public Accountant, or
- A HUD approved audit summary

2. Has demonstrated capacity for carrying out activities assisted with HOME funds, as evidenced by:

Resumes and/or statement that describe the experience of key staff members who have successfully completed projects similar to those to be assisted with HOME funds; or

Contract (s) with consultant firms or individuals who have housing experience similar to projects to be assisted with HOME funds, to train appropriate key staff of the organization

3. Has a history of serving the community within which housing to be assisted with HOME funds is to be located, as evidenced by:

A statement that documents at least one year of experience in serving the community; or

For newly created organizations formed by local churches, service or community organizations, a statement that documents that its parent organization has at least one year of experience in serving the community.

III. ORGANIZATIONAL STRUCTURE

1. Maintains at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income community residents, or elected representative of low-income neighborhood organizations as evidenced by the organization's:

- By-Laws,
- Charter, or
- Articles of Incorporation

Under the HOME program, for urban areas, the term "Community" is defined as one or several neighborhoods, a city, county, or metropolitan area. For rural areas, "Community" is defined as one or several neighborhoods, a town, village, county, or multi-county area (but not the whole state).

2. Provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development, and management of affordable housing projects, as evidenced by:

- The organization's By-Laws,
- Resolutions, or
- A written statement of operating procedures approved by the governing body

3. A CHDO may be chartered by a State or local government, but the following restrictions apply: (1) the State or local government may not appoint more than one-third of the

membership of the organization's governing body; (2) the board members appointed by the State or local government may not, in turn, appoint the remaining two-thirds of the board members; and (3) no more than one-third of the governing board members are public officials (including any employees of the PJ), as evidenced by the organization's:

By-Laws
 Charter, or
 Articles of Incorporation

4. If the CHDO is sponsored or created by a for-profit entity, the for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body, and the board members appointed by the for-profit entity may not, in turn, appoint the remaining two-thirds of the board members, as evidenced by the CHDO's:

By-Laws
 Charter, or
 Articles of Incorporation

IV. RELATIONSHIP WITH FOR-PROFIT ENTITIES

1. The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization, as evidenced by:

The organization's By-Laws, or
 A Memorandum of Understanding (MOU)

2. A Community Housing Development Organization may be sponsored or created by a for-profit entity, however:

- (1) The for-profit entity's primary purpose does not include the development or management of housing, as evidenced:

In the for-profit organization's By-Laws; and,

- (2) The CHDO is free to contract for goods and services from vendor(s) of its own choosing, as evidenced in the CHDO's:

By-Laws
 Charter, or
 Articles of Incorporation

FOR UCP Office Personnel Only:

Date Re-Certification Documentation Received:

4/8/09

Next Re-Certification Due Date:

4/27/09

Documentation Reviewed by:

[Signature]

Title:

Compliance Director

Is CHDO in compliance?

YES NO

Additional follow up needed?

YES NO

NOTES:

CHDO AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and (NAME OF ORGANIZATION), a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on (CONTRACT SIGN DATE), unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO \$(CONTRACT AMOUNT), utilizing FY 2009 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

(INSERT PERFORMANCE DOCUMENTATION)

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.
3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.
4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.
5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of \$(INSERT CONTRACT MOUNT)

SECTION 6. DISBURSEMENT OF FUNDS

- A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation have been submitted.
- B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.
- C. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

- A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through

84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

- B. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CHDO proceeds, the CHDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CHDO shall provide reports of CHDO proceeds on a monthly basis utilizing Exhibit K of the CHDO Policy.
- C. All CHDO proceeds shall be retained by the CHDO however must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

- A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.
- B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, 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 CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.
- C. All records pertinent to this agreement shall be retained by CHDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:
 - 1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years
 - 3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.
- D. CHDO shall include the substance of this Section 8 in all subcontracts.
- E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

- A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.
- B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.
- C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

- A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.
- B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to

this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

- A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).
- B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving

CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and
2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are

located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

- A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.
- B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.
- C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

- 1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
- 2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

- A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.
- B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.
- C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.
- D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CHDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than \$500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.
3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.
4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the

period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.
- B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.
- C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.
- D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.
- E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

- A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.
- B. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276A-5), and

contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

- A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this agreement.
- B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 or 10 years (based on the direct HOME subsidy). CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CHDO shall perform principal residency verifications annually on all properties that are within their affordability periods.
- C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CHDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) or ten (10) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the home does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance is less than \$15,000:
- 1st Year – Repayment of the full amount of assistance provided
 - 2nd Year – Repayment of 80% of the assistance provided
 - 3rd Year – Repayment of 60% of the assistance provided
 - 4th Year – Repayment of 40% of the assistance provided
 - 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is \$15,000 up to \$40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided

- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.
3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.
4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received

under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

- G. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.
- H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.
- I. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

- A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.
- B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.
- C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CHDO may have to the use of the Housing UNITS. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.
- D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.
- B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. 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 CHDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A CHDO 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 CHDO of the price changes.
 - The CHDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CHDO 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:** CHDO shall notify the County at the time when the CHDO'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 CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CHDO the difference between the contract price and the price adjustment.

- C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CHDO 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 CHDO 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 CHDO at any time upon written notice from the County to the CHDO 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 CHDO 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.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this _____ day of _____, 2009.

ATTEST:

Hidalgo County, Urban County Program

UCP Director

Affordable Homes of South Texas, Inc.

CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on _____ by _____ as Director of _____, a Texas nonprofit corporation, on behalf of said corporation.

(seal)

NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on _____ by _____ as Director of the Hidalgo County Urban County Program .

(seal)

NOTARY PUBLIC, State of Texas
NAME: _____

My Commission Expires: _____

EXHIBIT A
PERFORMANCE STATEMENT

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.
2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:
 - a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.
 - c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;
 - d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;
 - e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.
 - f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.
 - (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are

located in, or owned in substantial part by persons residing in, the area of the project.

- (2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - (3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - (4) CHDO will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - (5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.
- g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.
- The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.
- i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO 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 be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

- a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
 - b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.
 - c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.
 6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. 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 arising from same.
8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.
9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.
11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
12. Political Activity.
 - a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

- b. **Partisan Activity Prohibited.** No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

- c. **Lobbying Prohibited.** None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

- a. **Construction or Rehabilitation of Facilities.** HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

**Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Affordable Homes of South Texas, Inc.

Signed:

Director

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.
2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.
3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.
 - a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.
 - b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.
 - c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$300,000 combined single limit, including coverage for:
 - (1) Bodily injury.
 - (2) Personal injury.
 - (3) Broad form property damage.
 - (4) Contractual liability.
 - (5) Cross-liability.
4. Other Insurance Provisions.
 - a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

- a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.
 - (1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."
 - (2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

- a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

**Hidalgo County Urban County Program
Community Housing Development Organization (CHDO) Certification**



Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: _____

Recipient: _____

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:
 - a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
 - b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
 - c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
 - d. Comparison of outlays with budget amounts for each award;
 - e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
 - f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
 - g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: _____

Subscribed and sworn before me on the _____ day of _____, 20____,

by _____, on behalf of _____.

Notary Signature

My commission expires: _____

Seal:

AI-17568

15.A.

Family Day Proclamation

CC REGULAR

Date: 09/22/2009
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation of proclamation for Hidalgo County Family Day, A Day to Eat Dinner With Our Children, 2009.

BACKGROUND

Fiscal Impact

Attachments

Link: [Family Day 2009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 09:31 AM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 10:15 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:48 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:19 PM	APRV
Form Started By: Brenda Garza			Started On: 09/16/2009 04:46 PM	
Final Approval Date: 09/18/2009				

PROCLAMATION

WHEREAS, Hidalgo County is committed to improving the quality of life for children and adolescents in our community; and

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

WHEREAS, 13 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

WHEREAS, parents who are engaged in their children's lives – through activities such as frequent family dinners – are less likely to have children who abuse substances; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America and Hidalgo County; and

Now, therefore, the Hidalgo County Commissioners Court does hereby PROCLAIM:
September 28, 2009 and the fourth Monday of every September hereafter, as *Hidalgo County Family Day – A Day to Eat Dinner with Your Children™*, and encourage all parents and citizens of Hidalgo County to commit to our children's well-being and participate in its observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the _____ day of September, 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-17536

15.B.

**Award Presentation from Texas Association of Counties
CC REGULAR**

Date: 09/22/2009
Submitted By: Mari Gutierrez, COUNTY JUDGE
Submitted For: Mari Gutierrez
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation of Best Practice Award from the Texas Association of Counties Leadership Foundation for the "Levee/Barrier Project and Deaf Link Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [award letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/16/2009 11:11 AM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 02:04 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:50 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:17 PM	APRV

Form Started By: Mari Gutierrez
Started On: 09/16/2009 10:56 AM
Final Approval Date: 09/18/2009

Texas Association of Counties
LEADERSHIP FOUNDATION

P.O. Box 2131
Austin, Texas 78768
phone: (512) 478-8753
toll free: (800) 456-5974

RECEIVED

MAY 22 2009

COUNTY JUDGE

May 18, 2009

Ms. Cari Lambrecht
Public Information Officer
Hidalgo County
110 E. Cano, 2nd Floor
Edinburg, TX 78540

Dear Ms. Lambrecht

Congratulations! The Texas Association of Counties Leadership Foundation County Best Practices Awards Committee has chosen your program, "**Levee/Barrier Project**," for a 2009 Best Practice Award for **Achievement** in the **Community Improvement** category.

The Foundation Board continues to seek effective ways of providing awarded counties with opportunities for recognition statewide and locally. A press release will be issued in the next couple of weeks announcing your award. Additionally, your awarded program will be highlighted during the general sessions at TAC's August annual conference via video presentations, so that all attendees can learn of your good work. The video will be used throughout the next year at various events, including a display at the state Capitol during County Government Week. **The TAC staff will be coordinating with you in the near future on visuals from your program for the video.**

There will be no formal awards presentation at the Annual Conference. However, we will be scheduling a formal presentation of this award at an event in your home county this fall, and will provide you with a press release and copies of the video for the occasion.

Again, congratulations on having been chosen for a 2009 Best Practice Award!

Sincerely,



Carol Autry,
TAC Leadership Foundation Chair
On behalf of the Awards Selection Committee

Cc: Commissioners Court

Texas Association of Counties
LEADERSHIP FOUNDATION

P.O. Box 2131
Austin, Texas 78768
phone: (512) 478-8753
toll free: (800) 456-5974

RECEIVED
MAY 22 2009
COUNTY JUDGE

May 18, 2009

Ms. Cari Lambrecht
Public Information Officer
Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Dear Ms. Lambrecht

Congratulations! The Texas Association of Counties Leadership Foundation County Best Practices Awards Committee has chosen your program, "Deaf Link," for a 2009 Best Practice Award for **Delivery of Services** in the **Health & Human Services** category.

The Foundation Board continues to seek effective ways of providing awarded counties with opportunities for recognition statewide and locally. A press release will be issued in the next couple of weeks announcing your award. Additionally, your awarded program will be highlighted during the general sessions at TAC's August annual conference via video presentations, so that all attendees can learn of your good work. The video will be used throughout the next year at various events, including a display at the state Capitol during County Government Week. **The TAC staff will be coordinating with you in the near future on visuals from your program for the video.**

There will be no formal awards presentation at the Annual Conference. However, we will be scheduling a formal presentation of this award at an event in your home county this fall, and will provide you with a press release and copies of the video for the occasion.

Again, congratulations on having been chosen for a 2009 Best Practice Award!

Sincerely,



Carol Autry,
TAC Leadership Foundation Chair
On behalf of the Awards Selection Committee

Cc: Commissioners Court

**Presentation by the Regional Mobility Authority
CC REGULAR**

Date: 09/22/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action relating to the interlocal agreement between Hidalgo County and Hidalgo County Regional Mobility Authority for Transportation Reinvestment Zone Number One, Hidalgo County.

BACKGROUND

Agreement being reviewed by legal counsel.

Will be presented in court.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 08:43 AM	APRV
2	Roland Garcia	Rolando Garcia	09/18/2009 03:30 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 03:33 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:50 PM	APRV

Form Started By: Erika Reyna
Started On: 09/16/2009 02:28 PM

Final Approval Date: 09/18/2009

**Planning Department
CC REGULAR**

Date: 09/22/2009
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. Fernandez Subdivision – Pct. 2 (Luis Carlos Fernandez)
 - b. Adame Southwest Subdivision – Pct. 1 (Oscar Adame)
 - c. E.C.I.S.D. Elementary School No. 30 Subdivision – Pct. 4 (Edinburg CISD)
 - d. C.I.S.D. Middle School No. 5 Subdivision – Pct. 4 (Edinburg CISD)

- 2. Final Approval of Subdivision Plat
 - a. Diana Cardenas Estates – Pct. 3 (Diana G Cardenas)
 - b. Sibley Haven Subdivision – Pct. 1 (Irasema Trevino)
 - c. Rancho Hernandez Subdivision – Pct. 3 (Ruben Hernandez)
 - d. JG Subdivision – Pct. 1 (Maria Guerrero)
 - e. Santos Villanueva Subdivision – Pct. 1 (Santos Villanueva)

BACKGROUND

Fiscal Impact

Attachments

- Link: [Fernandez Subd. - Preliminary](#)
- Link: [Fernandez;P Plat](#)
- Link: [Adame Southwest - Preliminary](#)
- Link: [Adame Southwest;P Plat](#)
- Link: [ECISD No. 30 Subd.- Preliminary](#)
- Link: [ECISD No. 30; P Plat](#)
- Link: [ECISD Middle School 5- Preliminary](#)
- Link: [ECISD No. 5; P Plat](#)
- Link: [Diana Cardenas Subd. - Final](#)
- Link: [Diana Cardenas; F Plat](#)
- Link: [Sibley Haven Subd. - Final](#)
- Link: [Sibley Haven; F Plat](#)
- Link: [Rancho Hernandez Subd. - Final](#)

Link: [Rancho Hernandez; Plat](#)

Link: [JG Subdivision - Final](#)

Link: [JG Subdivision;Plat](#)

Link: [Santos Villanueva Subd. - Final](#)

Link: [Santos Villanueva;Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 08:42 AM	APRV
2	Olga Garza	Olga Garza	09/17/2009 10:30 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:51 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:17 PM	APRV

Form Started By: Nora Cavazos
Started On: 09/16/2009 02:23 PM

Final Approval Date: 09/18/2009



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: September 16, 2009

RE: **Fernandez Subdivision – Pct. 2**
Preliminary Approval

Fernandez Subdivision is a one (1) lot subdivision located on the North side of Eldora Road approximately 800 feet West from 'I' Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 4, 2009. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

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

Sanitary Services will be provided by the City of Pharr.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing 2 ½ inch waterline on Eldora Road that will serve as the primary source of water for the proposed development.

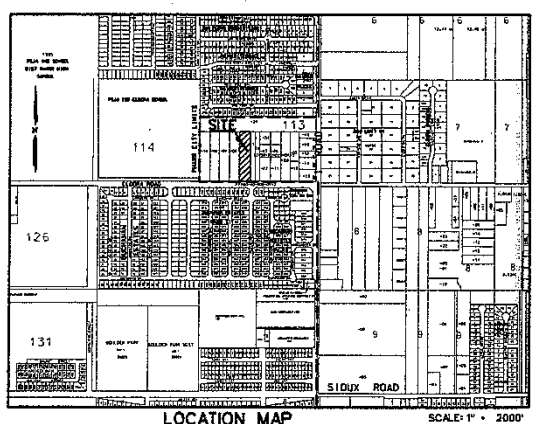
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on September 15, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Pharr.

GENERAL NOTES:

- MIN. BUILDING SETBACK LINES:
FRONT 60.0'
SIDE 15.0' OR EASEMENT WHICH EVER IS GREATER
REAR 40.0' MIN. OR EASEMENT WHICH EVER IS GREATER.
- 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.
- DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
▲ DENOTES COTTON PICKER SPINDLE FOUND
- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK NO. 55W ELEV. 99.10 (CITY OF PHARR)
- FLOOD ZONE B - AREAS BETWEEN LINES OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIAN STAGE).
ZONE "A", AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. BASE FLOOD ELEVATION -103.00
COMMUNITY PANEL NO. 48233A (42) C
MAP REVISED: NOVEMBER 16, 1982.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- 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 1,033.00 CUBIC FEET (0.30 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS SUBDIVISION.
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.
GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
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.
THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
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.
ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
AN ENGINEERED DETENTION PLAN APPROVED BY THE COUNTY DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
SITE PLAN MUST BE APPROVED BY THE COUNTY PRIOR TO ISSUANCE OF BUILDING PERMIT.
5.0' CONC. SIDEWALK ESCROW IS REQUIRED ON ELDORA ROAD.
DEVELOPER WILL BE REQUIRED TO INSTALL WHEELCHAIR RAMPS LANINGS (ADA APPROVED) AT TIME OF SUBDIVISION CONSTRUCTION.
T.P.D.S. WILL BE REQUIRED AT THE TIME OF CONSTRUCTION.
DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT THE BUILDING PERMIT STAGE.

20. ALL LOTS IN FERNANDEZ SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN FERNANDEZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF FERNANDEZ 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 AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, 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 FERNANDEZ SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVING ALL THE LOTS IN FERNANDEZ SUBDIVISION. THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN FERNANDEZ 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 AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



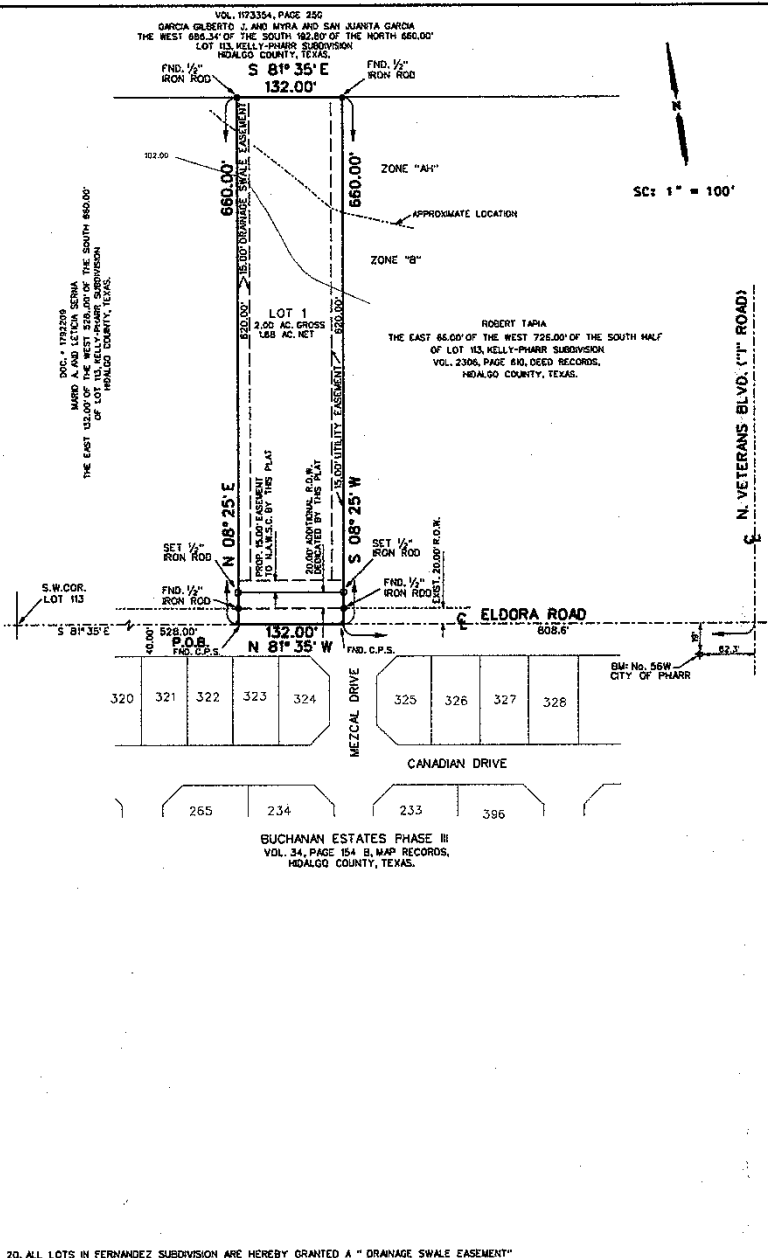
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
FERNANDEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 2 IN THE CENTRAL OF HIDALGO COUNTY ON THE NORTH SIDE OF ELDORA ROAD, 660.00 FEET WEST OF "I" ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PHARR. ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PHARR (POPULATION 65,866 (2005 CENSUS), FERNANDEZ SUBDIVISION ITS ON ADJACENT TO THE CITY LIMITS OF PHARR AND LIES WITHIN THE CITY'S 3.5 MILE EXTRATERRITORIAL JURISDICTION (EJ) UNDER LOCAL GOVERNMENT CODE § 42.021

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:
NAME ADDRESS CITY & ZIP PHONE
OWNER: LUIS CARLOS FERNANDEZ MATA 3500 WHISKEY DRIVE PHARR, TEXAS 78577 (956) 456-7197
ENGINEER: GUILLERMO A. ARRATIA P.E. 526 N. 5TH ST. DONNA, TX 78537 (956) 784-0218
SURVEYOR: HOWARD L. GUTIERREZ 2600 SAN DIEGO MESSEN, TEXAS 78572 (956) 583-5472

FERNANDEZ SUBDIVISION

THE WEST 2.00 ACRES OF THE EAST 4.00 ACRES OF THE WEST 12.00 ACRES OF THE SOUTH ONE-HALF OF LOT 113, KELLY-PHARR SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS.



THE WEST 2.00 ACRES OF THE EAST 4.00 ACRES OF THE WEST 12.00 ACRES OF THE SOUTH ONE-HALF OF LOT 113, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134 DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 113 AND WITHIN THE CENTERLINE OF ELDORA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT, S40.00' COTTON PICKER SPINDLE BEARS S 81°35' E, 526.00 FEET FROM THE SOUTHWEST CORNER OF LOT 113,
THENCE N 08°25' E, PASSING AT 20.00 FEET A 1/2" IRON ROD FOUND FOR THE NORTH R.O.W. LINE OF ELDORA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT,
THENCE S 81°35' E, A DISTANCE OF 132.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT,
THENCE S 08°25' W, PASSING AT 640.00 FEET A 1/2" IRON ROD FOUND FOR THE NORTH R.O.W. LINE OF ELDORA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,
THENCE N 81°35' W, ALONG THE SOUTH LINE OF LOT 113 AND WITHIN THE CENTERLINE OF ELDORA ROAD, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND MORE OR LESS.

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 ACCESS AND EGRESS OVER AND ACROSS THE ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN 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 THIS WATERLINE, AS INSTALLED, GRANTEE 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 GRANTEE 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 GRANTEE CONVENANTS 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 HEREBY GRANTED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTRACTS 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 GRANTEE EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2009.

OWNER: LUIS CARLOS FERNANDEZ MATA DATE
ADDRESS: 3500 WHISKEY DRIVE
PHARR, TEXAS 78577

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.081(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE FERNANDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

HIDALGO COUNTY JUDGE DATE
ATTEST: HIDALGO COUNTY CLERK DATE

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

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY.
CITY OF PHARR, CLERK CITY OF PHARR, MAYOR

APPROVAL BY PLANNING AND ZONING COMMISSION
APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____, 2009, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET PH. (956) 784-0218
DONNA, TEXAS 78537 FPM NO. F-9050
E-MAIL: NAINENGINEERING@YAHOO.COM

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

I, LUIS CARLOS FERNANDEZ MATA AS OWNER (S) OF THE 2.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED FERNANDEZ SUBDIVISION HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED 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 THE 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: LUIS CARLOS FERNANDEZ MATA DATE
ADDRESS: 3500 WHISKEY DRIVE
PHARR, TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LUIS CARLOS FERNANDEZ MATA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2009.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS-OF-WAYS OR EASEMENTS.

ATTEST: _____ SECRETARY

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 TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FERNANDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2009.
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, HOWARD L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MAP UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOWARD LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 64001
526 N. 5TH ST.
DONNA, TEXAS 78537



SHEET 1 OF 3 INDEX TO SHEET OF FERNANDEZ SUBDIVISION

SHEET	DESCRIPTION
SHEET 1	HEADINGS, INDEX, LOCATION MAP AND EJECT PRINCIPAL CONTACTS PLAT WITH LOTS, METES AND BOUNDS, SURVEYOR'S LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATE OF PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL, CERTIFICATE OF PLAT APPROVAL, RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED IN, C.O.D. CERTIFICATE, CERTIFICATE OF APPROVAL, CITY OF PHARR CERTIFICATIONS, REVISION NOTES, ROW AND HEALTH DEPT. CERTIFICATIONS, CITY OF PHARR CERTIFICATIONS, WATER DISTRIBUTION AND SEWAGE FACILITY, ENGINEERING REPORT, LEGAL AND SPANISH VERSIONS, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER STATEMENT CERTIFICATION, DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE, HOW IT WILL SERVE LOTS, DEVELOPMENT MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS.
SHEET 2	REVISION NOTES, ROW AND HEALTH DEPT. CERTIFICATIONS, CITY OF PHARR CERTIFICATIONS, WATER DISTRIBUTION AND SEWAGE FACILITY, ENGINEERING REPORT, LEGAL AND SPANISH VERSIONS, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER STATEMENT CERTIFICATION, DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE, HOW IT WILL SERVE LOTS, DEVELOPMENT MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS.
SHEET 3	CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS.



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **Adame Southwest Subdivision – Pct. 1**
Preliminary Approval

Adame Southwest Subdivision is a four (4) lot subdivision located on the Southwest corner of Hutto Road and South Avenue.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 16, 2009. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate fifteen (15) feet on South Ave. and twenty five (25) feet of on Hutto Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by the City of Donna.

Water Services will be provided by the City of Donna. There is an existing eight (8) inch waterline on South Avenue 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 September 15, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision:

Adame Southwest 2nd Review

Page

1 of 1

Item Log	DESCRIPTION OF ITEMS: <i>Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	Date	Initials
		09-10-09	JRT
A	1ST SHEET COMMENTS: Please state on easement notation to what irrigation district is the easement being dedicated by this plat.		
B	Provide recorded volume and page number for Peppertree Place and Valley Orchards Unit 1 subdivisions.		
C	Location map shall be drawn to scale (engineer scale)		
D	Owners name is misspell on the principal contact chart.		
E	PLAT NOTES: 1] Provide corner side setback for lot 4 to be at 20 feet.		
F	2ND SHEET COMMENTS: Please include the "sanitary sewer distribution system" to the sheet title. Refer to redlines.		
G	Label all utility lines inside Hutto Road right of way.		
H	Please show where the 8" existing water line is being connected along the north west corner of Hutto Rd and South Avenue. Refer to redline markups.		
I	Hidalgo County Right Of Way utility crossing permits will be required for the construction of the sewer line inside South Avenue ROW and for all proposed water services crossings.		
J	English and Spanish water and sanitary sewer engineer report are incorrect and incomplete. See attachment for correct report wording.		
K	Please correct subdivider statement. See attachment sample.		
L	Make sure all comment on 1 st sheet that apply to this sheet are address.		
M	3RD SHEET COMMENTS: Please tie down all existing structures from lot line.		
N	Please submit a set of plans to the HCROW dept for their review. Make sure they are aware of the existing structure inside South Avenue ROW.		
O	Make sure drainage report coincides with the exact wording report approved by HCDD#1.		
P	Makc surc all comment on 1 st sheet that apply to this sheet are address.		

ADAME SOUTHWEST SUBDIVISION

A 9.62 ACRE TRACT OF LAND OUT OF LOTS 13, 14 AND 15, VALLEY ORCHARDS SUBDIVISION UNIT NO.1, ACCORDING TO THE MAP RECORDED IN VOLUME 5, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 9.62 ACRE TRACT OF LAND OUT OF LOTS 13, 14 AND 15, VALLEY ORCHARDS SUBDIVISION UNIT NO.1, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET IN THE CENTERLINE OF SOUTH AVENUE AND THE WEST R.O.W. LINE OF HUITO AVENUE FOR THE NORTHEAST CORNER OF LOT 15 AND THE NORTHEAST CORNER OF THIS TRACT,
THENCE: S 00° 07' W, ALONG THE EAST LINE OF LOT 15 AND THE WEST R.O.W. LINE OF HUITO AVENUE, A DISTANCE OF 350.00 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT,
THENCE: N 89° 53' W, A DISTANCE OF 1197.10 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 13, FOR THE SOUTHWEST CORNER OF THIS TRACT,
THENCE: N 00° 07' E, ALONG THE WEST LINE OF LOT 13, PASSING AT 325.00 FEET A 1/2" IRON ROD FOUND FOR THE SOUTH R.O.W. LINE OF SOUTH AVENUE, A TOTAL DISTANCE OF 350.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 13 AND THE NORTHWEST CORNER OF THIS TRACT,
THENCE: S 89° 53' E, ALONG THE NORTH LINE OF LOTS 13, 14 AND 15 AND THE CENTERLINE OF SOUTH AVENUE A DISTANCE OF 1197.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.62 ACRES OF LAND MORE OR LESS.

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

I, OSCAR G. ADAME, AS OWNER (S) OF THE 9.62 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ADAME SOUTHWEST SUBDIVISION, HEREBY DEDICATE AND DEDICATED 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 THE 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: OSCAR G. ADAME DATE
ADDRESS: P.O. BOX 205
DONNA, TEXAS, 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED OSCAR G. ADAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2009.

NOTARY PUBLIC FOR THE STATE OF TEXAS

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 TEX. WATER CODE § 49.211 (G). THE DISTRICT HAS 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: _____

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT NO. 1

ON THIS THE _____ DAY OF _____, 2009.

ATTEST:

PRESIDENT SECRETARY

CITY COUNCIL'S CERTIFICATION

THE PLAT OF ADAME SOUTHWEST SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2009

ATTESTED: _____ BY: _____
MAYOR CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF ADAME SOUTHWEST SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATE THIS _____ DAY OF _____, 2009

ATTESTED: _____ BY: _____
PLANNING BOARD CHAIR PERSON SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

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

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 478
507 W. HUSACHE ST.
WESLACO, TEXAS, 78586
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

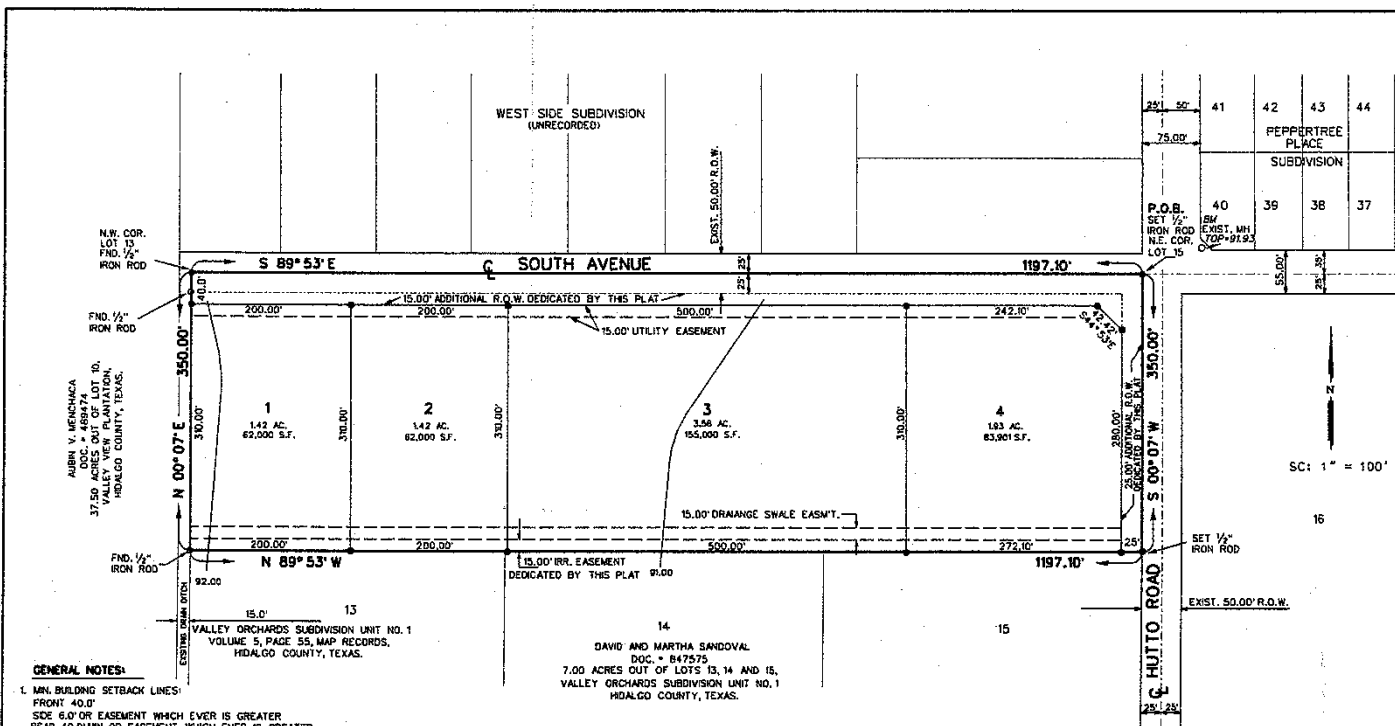
I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS, 78537



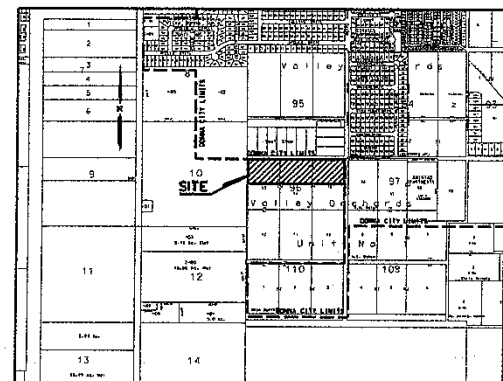
SHEET 1 OF 3

INDEX TO SHEET OF ADAME SOUTHWEST SUBDIVISION	
SHEET 1	MEETING LOCATIONS, METES AND BOUNDS, LEGAL DESCRIPTION, LIMITS, PLAT WITH LOTS, STREETS, AND EASEMENTS DESIGNATION, LEGAL DESCRIPTION, LIMITS, AND BOUNDARY SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL, CERTIFICATE OF PLAT APPROVAL, HIDALGO COUNTY CLERK'S RECORDING CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DISTRICTS THE PROJECT IS SITUATED IN, H.C.D.D. CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, CITY OF DONNA CERTIFICATION AND ATTESTATION, REVISION NOTES, AND REG. DEPT. CERTIFICATIONS WATER DISTRIBUTION AND SEWER FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER STATEMENT, CERTIFICATION.
SHEET 2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS.
SHEET 3	



GENERAL NOTES:

- MIN. BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 40.0' MIN. OR EASEMENT WHICH EVER IS GREATER.
- MINIMUM FINISH FLOOR NOTES:
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.
O - DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
- DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK ELEV. = 91.83' N.G.V.D. 29 TOP OF MANHOLE AT THE NORTHEAST CORNER OF THIS SUBDIVISION
- FLOOD ZONE # - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIAN SHADINGS)
COMMUNITY-PANEL No. 480334-0425 C
MAP REVISED NOVEMBER 16, 1982.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- 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 14,022 CUBIC FEET (159 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE NORTH SIDE OF THIS SUBDIVISION.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHROUS 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.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- 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.
- 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.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- ALL LOTS IN ADAME SOUTHWEST SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN ADAME SOUTHWEST SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF ADAME SOUTHWEST 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 AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, 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 ADAME SOUTHWEST SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN ADAME SOUTHWEST SUBDIVISION AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN ADAME SOUTHWEST 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 AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
ADAME SOUTHWEST SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE SOUTHWEST CORNER OF SOUTH AVENUE AND HUITO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,849 2005 CENSUS). ADAME SUBDIVISION IS ADJACENT TO THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES			
No.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:
NAME ADDRESS CITY & ZIP PHONE
OWNER: OSCAR ADAME P.O. BOX 205 DONNA, TEXAS 78537 (956) 464-3398
ENGINEER: GUILLERMO A. ARRATIA 526 N. 5TH ST. DONNA, TX 78537 (956) 784-0218
SURVEYOR: REYNALDO ROBLES 507 W. HUSACHE ST. WESLACO, TEXAS 78586 (956) 968-2422

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET FIRM NO. F-9050 PH. (956) 784-0218
DONNA, TEXAS, 78537 E-MAIL: NAINENGINEERING@YAHOO.COM

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ADAME SOUTHWEST SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DATE _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____
HIDALGO COUNTY CLERK _____ DATE _____
HIDALGO COUNTY JUDGE _____ DATE _____
ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK _____ DATE _____
COUNTY CLERK'S RECORDING CERTIFICATE
I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M ON _____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M _____ DATE OF PREPARATION JULY 12, 2009
HIDALGO COUNTY CLERK _____



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **E.C.I.S.D. Elementary School No. 30 Subdivision – Pct. 4
Preliminary Approval**

E.C.I.S.D. Elementary School No. 30 is a one (1) school lot subdivision located on the Southeast corner of Russel Road and Rooth Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 4, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate sixty (60) feet on Russel Road and sixty (60) feet on Rooth Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by the City of McAllen.

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on September 15, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of McAllen.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision:

E.C.I.S.D. Elementary School No.30

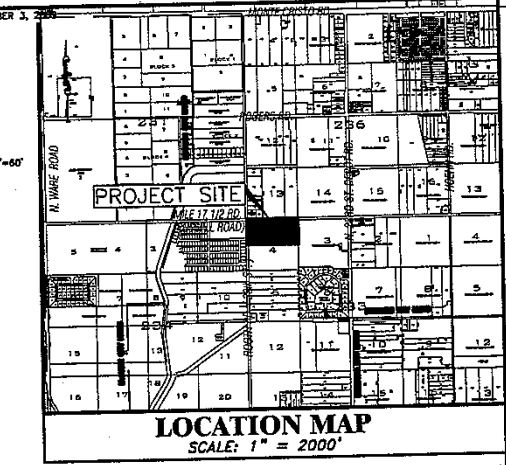
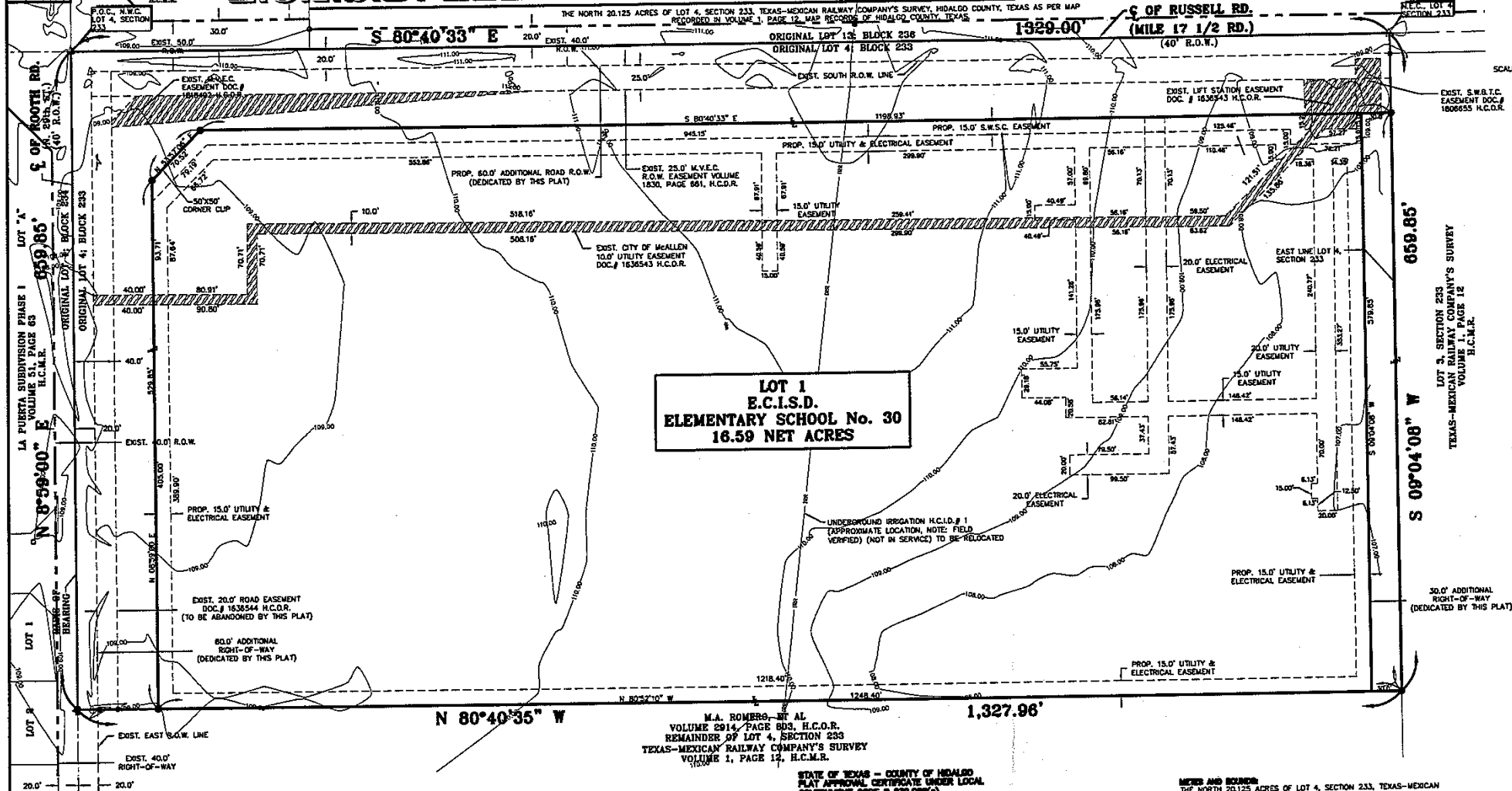
Page

1 of 1

2nd Review

Item Log	<u>DESCRIPTION OF ITEMS:</u>	Date	Initials
		<i>Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	09-10-09
A	<u>1ST SHEET COMMENTS:</u> Please submit a complete set of plans to the Hidalgo County Right Of Way for their review.		
B	Please show the new route of the relocation of the existing irrigation line.		
C	<u>2ND SHEET COMMENTS:</u> Utility crossing permit from the Hidalgo County Right Of Way Dept. will be required the water line crossing Rooth Rd.		
D	Please verify additional road right way notation on Rooth Rd to coincide with 1 st sheet.		
E	<u>3RD SHEET COMMENTS:</u> Please label the existing street pavement width for Rooth Road and Russell road and also label the proposed widening improvement for Rood Road.		
F	Show drainage design on drawing as describe on approved drainage report.		
G	Please show actual spot topography elevation at 500 feet from the subdivision boundary.		
H	Please verify additional road right way notation on Rooth Rd to coincide with 1 st sheet.		
I	Please label the new irrigation line size and length. Also provide an exclusive easement dedicated to the irrigation district by this plat. Easement shall be shown on 1 st sheet of the plat.		

E.C.I.S.D. ELEMENTARY SCHOOL No. 30 SUBDIVISION



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY. E.C.I.S.D. ELEMENTARY SCHOOL No. 30 IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 IN THE NORTH SIDE OF HIDALGO COUNTY, ON THE SOUTHEAST CORNER OF THE INTERSECTION OF RUSSELL RD. AND H. 29th STREET (ROOTH RD.). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN, TEXAS. ACCORDING TO THE U.S. CENSUS BUREAU, THE 2005 POPULATION ESTIMATE IS 123,422. E.C.I.S.D. ELEMENTARY SCHOOL No. 30 LIES APPROXIMATELY 200 FEET FROM McALLEN'S CITY LIMITS AND IS WITHIN THE CITY'S 2-MILE EXTRAJURISDICTIONAL JURISDICTION (EJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

GENERAL PLAT NOTES

- FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "B" (NO SHADE). AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 08033A 0325 @ EFFECTIVE DATE: JUNE 8, 2009. (REVISED TO INCLUDE LOWER ELEVATION 17, 2009) THE AREAS WITHIN THE DRAINAGE EASEMENTS ARE WITHIN THE 100-YEAR FLOOD PLAIN. LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- STREETS: ROOTH RD: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER. MILE 17 1/2 RD: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER. SOUTH SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER. EAST SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER.
- LOT 1 SHALL BE FOR SCHOOL / EDUCATIONAL INSTITUTION USE ONLY. THERE SHALL BE NO OTHER USE ALLOWED.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROOTH ROAD AND MILE 17 1/2 ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1: ELEVATION=109.90, N.A.V.D. 88; DESCRIPTION: TOP OF COTTON-PICKER SPINDLE LOCATED AT THE NORTHWEST CORNER OF LOT 4, SECTION 233, E.C.I.S.D. ELEMENTARY SCHOOL, No. 30 SUBDIVISION.
B.M. No. 2: ELEVATION=118.08, N.A.V.D. 88; DESCRIPTION: MONUMENT CAP 24 IS A 30" ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP LOCATED AT THE WEST BOUND OF ROOTH RD, 200 FT NORTH OF THE CENTERLINE OF MONTGOMERY RD, 19 FT WEST FROM THE CENTERLINE OF ROOTH RD, AND 44 FT NORTH FROM A POWER POLE. THE MONUMENT IS LOCATED AT THE NORTHWEST CORNER OF INTERSECTION OF ROOTH RD AND FM 1925, NORTH OF THE NORTHWEST CORNER OF LOT 4, SECTION 233, E.C.I.S.D. ELEMENTARY SCHOOL, No. 30 SUBDIVISION.

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS - COUNTY OF HIDALGO
I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE E.C.I.S.D. ELEMENTARY SCHOOL No. 30 AN ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

DR. NOE GUTIERREZ, SUPERINTENDENT
EDNURG CONSOLIDATED SCHOOL DISTRICT
411 NORTH BUA AVENUE
EDNURG, TX 78539

STATE OF TEXAS - COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DR. NOE GUTIERREZ, 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 _____, 2009.

HIDALGO COUNTY IRIGATION DISTRICT No. 1
THIS PLAT APPROVED BY THE HIDALGO COUNTY IRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____, 2009.

HIDALGO COUNTY IRIGATION DISTRICT No. 1
HIDALGO COUNTY IRIGATION DISTRICT NO. 1, I HEREBY CERTIFY THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY 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.

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

CITY MAYOR _____ DATE _____ ATTEST: CITY SECRETARY _____ DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATE
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, I HEREBY CERTIFY THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY 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.

STATE OF TEXAS - COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE
I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ A.M. ON _____, 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ A.M. ON _____, 2009.

HIDALGO DEPUTY COUNTY CLERK _____

M.A. ROMERO, JR. AL
VOLUME 2014, PAGE 003, H.C.O.R.
REMAINDER OF LOT 4, SECTION 233
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
VOLUME 1, PAGE 14, H.C.M.R.

STATE OF TEXAS - COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE UNDER LOCAL
GOVERNMENT CODE § 232.021(c)
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. ELEMENTARY SCHOOL, No. 30 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

HIDALGO COUNTY JUDGE _____ ATTEST: HIDALGO COUNTY CLERK _____

RIGHT-OF-WAY DEPARTMENT APPROVAL
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. ELEMENTARY SCHOOL, No. 30 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____, 2009.

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR _____ DATE _____

STATE OF TEXAS - COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
DATED THIS _____ THE DAY _____ OF 2009.

GILBERT J. GUERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 90156 - STATE OF TEXAS

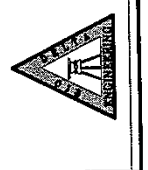
STATE OF TEXAS - COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY. NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, UTILITY LINES OR ROADS IN PLACE, 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 McALLEN AND HIDALGO COUNTY, TEXAS.
DATED THIS _____ THE DAY _____ OF 2009.

JOSE MARIO GONZALEZ, R.P.L.S.
REGISTERED PROFESSIONAL SURVEYOR
NO. 5371 - STATE OF TEXAS

NETS AND BOUNDARIES
THE NORTH 20.125 ACRES OF LOT 4, SECTION 233, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.125 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDARIES AS FOLLOWS:
COMMENCING AT A COTTON-PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF LOT 4, SECTION 233, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND; AND THE POINT OF BEGINNING;
THENCE SOUTH 80°40'33" EAST, WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 1329.00 FEET TO A COTTON-PICKER SPINDLE SET TO THE NORTHEAST CORNER OF SAID LOT 4, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;
THENCE SOUTH 09°04'08" WEST, WITH THE EAST LINE OF SAID LOT 4, AT 23.00 FEET PASS A 3" ROD SET AT THE SOUTH RIGHT-OF-WAY LINE OF MILE 17 1/2 ROAD, AT 659.85 FEET IN ALL TO A 1/2" ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;
THENCE NORTH 80°40'35" WEST, AT 1287.98 FEET TO A 1" ROD FOUND PASS THE EAST LINE OF ROOTH ROAD (29TH ST.) RECORDED IN DOCUMENT NO. 1632544 OFFICIAL RECORDS, AT 1325.97 FEET PASS A 3" ROD FOUND, AT A TOTAL 1327.96 FEET IN ALL TO THE WEST LINE OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;
THENCE NORTH 08°59'00" EAST, WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 659.85 FEET TO THE POINT OF BEGINNING, CONTAINING 20.125 ACRES OF LAND MORE OR LESS, SAVE AND EXCEPT 0.23 OF AN ACRE AS RECORDED IN DOCUMENT NO. 1632544 OFFICIAL RECORDS, LEAVING 19.833 ACRES OF LAND MORE OR LESS.

LEGEND	
—	TRANSMISSION POWER POLE
—	FOUND 1/2" IRON ROD
—	SET 1/2" IRON ROD
—	POWER POLE
—	WATER VALVE
—	SANITARY SEWER MANHOLE
—	FOUND COTTON PICKER SPINDLE (C.P.S.)
—	ROD - RIGHT-OF-WAY
—	ROD - EDGE OF PAVEMENT
—	POINT OF BEGINNING
—	POINT OF COMMENCING
—	NORTH EAST CORNER
—	NORTH WEST CORNER
—	NATURAL GROUND
—	LOT LINE
—	CENTER LINE
—	HIDALGO COUNTY DEED RECORDS
—	HIDALGO COUNTY MAP RECORDS
—	HIDALGO COUNTY OFFICIAL RECORDS
—	HIDALGO COUNTY DRAINAGE DISTRICT
—	DOCUMENT
—	SHORTLAND WATER SUPPLY CORPORATION
—	SOUTH EAST CORNER
—	SOUTH WEST CORNER

RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDNURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



DATE:	SEPTEMBER 3, 2009
DRAWN BY:	IVAN GARCIA
CHECKED BY:	GILBERT J. GUERRA
DESIGNED BY:	GILBERT J. GUERRA
SURVEYOR:	JOSE MARIO GONZALEZ
SCALE:	1" = 60'
DATE:	SEPTEMBER 3, 2009

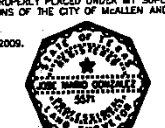
ISSUED FOR REVIEW

PLAT SHEET
E.C.I.S.D. ELEMENTARY
SCHOOL No. 30 SUBDIVISION
McALLEN, TEXAS

FILE NO. SUB 09 004
PAGE NO. 1 OF 3

PRINCIPAL CONTACTS:			
NAME	ADDRESS	PHONE & FAX	
OWNER: DR. NOE GUTIERREZ, SUPERINTENDENT EDNURG CONSOLIDATED SCHOOL DISTRICT	411 NORTH BUA AVENUE EDNURG, TX 78539	(956) 289-2300	
ENGINEER: GILBERT J. GUERRA, P.E.	921 SOUTH 10TH AVE. EDNURG, TX 78539	(956) 380-5152 (956) 380-5083	
SURVEYOR: JOSE MARIO GONZALEZ, R.P.L.S.	8207 MATED ESCOBAR MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5158	

FILED FOR RECORD IN:
HIDALGO COUNTY
BY **MARIO GONZALEZ, JR.**
COUNTY CLERK
ON _____ AT _____ AM/PM
AS A RECORDING NUMBER _____ BY _____ DEPUTY





PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **E.C.I.S.D. Middle School No. 5 Subdivision – Pct. 4**
Preliminary Approval

E.C.I.S.D. Elementary School No. 5 is a one (1) school lot subdivision located at the Northwest corner of the intersection of Rooth Road and Russel Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 10, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Rooth Road and thirty (30) feet on Russel Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by the City of McAllen.

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

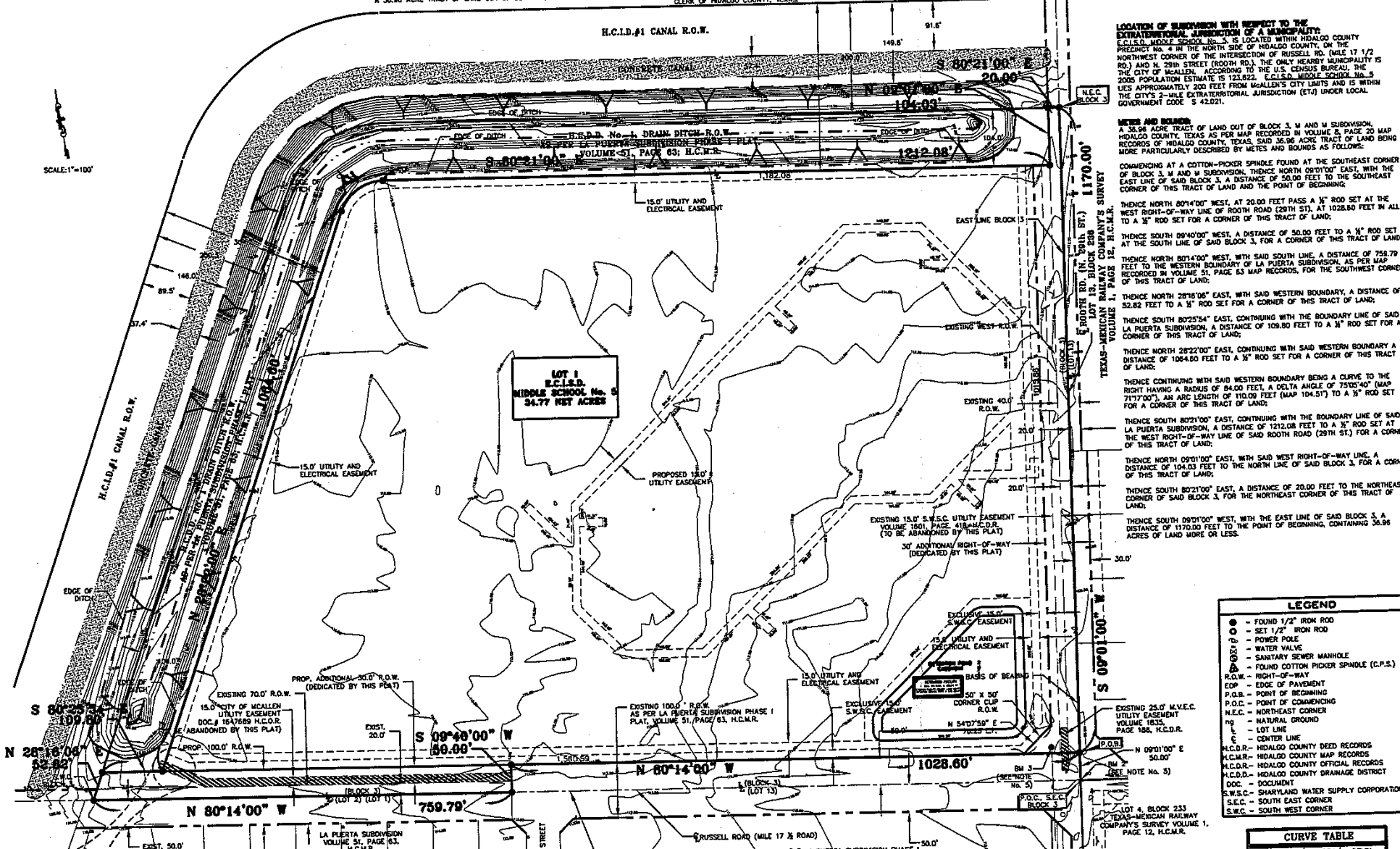
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on September 15, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of McAllen.

DATE OF PREPARATION: SEPTEMBER 3, 2009

E.C.I.S.D. MIDDLE SCHOOL No. 5 SUBDIVISION

A 36.96 ACRE TRACT OF LAND OUT OF BLOCK 3, M AND M SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 8, PAGE 20, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

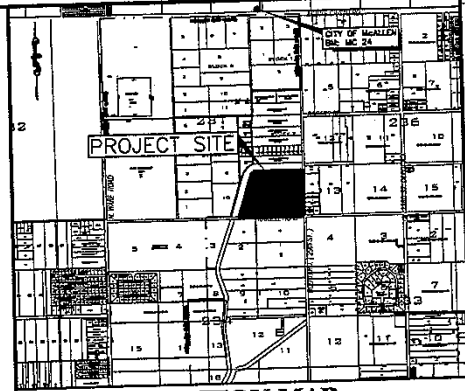


SCALE: 1"=100'

H.C.I.D.#1 CANAL R.O.W.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRA-TERRITORIAL JURISDICTION OF A MUNICIPALITY:
 E.C.I.S.D. MIDDLE SCHOOL No. 5 IS LOCATED WITHIN HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 8, PAGE 20, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN, ACCORDING TO THE U.S. CENSUS BUREAU, THE 2000 POPULATION ESTIMATE IS 123,022. E.C.I.S.D. MIDDLE SCHOOL No. 5 LIES APPROXIMATELY 300 FEET FROM McALLEN'S CITY LIMITS AND IS WITHIN THE CITY'S 2-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

METES AND BOUNDS:
 A 36.96 ACRE TRACT OF LAND OUT OF BLOCK 3, M AND M SUBDIVISION, HIDALGO COUNTY, TEXAS, SAID 36.96 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 COMMENCING AT A COTTON-PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF BLOCK 3, M AND M SUBDIVISION, THENCE NORTH 09°01'00" EAST, WITH THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;
 THENCE NORTH 80°14'00" WEST, AT 20.00 FEET PASS A 1/2" ROD SET AT THE WEST RIGHT-OF-WAY LINE OF ROOTH ROAD (28TH ST.), AT 1028.60 FEET IN ALL TO A 1/2" ROD SET FOR A CORNER OF THIS TRACT OF LAND;
 THENCE SOUTH 09°01'00" WEST, A DISTANCE OF 50.00 FEET TO A 1/2" ROD SET AT THE SOUTH LINE OF SAID BLOCK 3, FOR A CORNER OF THIS TRACT OF LAND;
 THENCE NORTH 80°14'00" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 759.79 FEET TO THE WESTERN BOUNDARY OF LA PUERTA SUBDIVISION, AS PER MAP RECORDED IN VOLUME 51, PAGE 63, H.C.M.R. FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;
 THENCE NORTH 28°22'00" EAST, WITH SAID WESTERN BOUNDARY, A DISTANCE OF 52.82 FEET TO A 1/2" ROD SET FOR A CORNER OF THIS TRACT OF LAND;
 THENCE SOUTH 80°25'54" EAST, CONTINUING WITH THE BOUNDARY LINE OF SAID LA PUERTA SUBDIVISION, A DISTANCE OF 109.80 FEET TO A 1/2" ROD SET FOR A CORNER OF THIS TRACT OF LAND;
 THENCE NORTH 28°22'00" EAST, CONTINUING WITH SAID WESTERN BOUNDARY A DISTANCE OF 1064.60 FEET TO A 1/2" ROD SET FOR A CORNER OF THIS TRACT OF LAND;
 THENCE CONTINUING WITH SAID WESTERN BOUNDARY BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A DELTA ANGLE OF 75°02'40" (MAP 717'00"), AN ARC LENGTH OF 110.00 FEET (MAP 104.51') TO A 1/2" ROD SET FOR A CORNER OF THIS TRACT OF LAND;
 THENCE NORTH 80°25'54" EAST, CONTINUING WITH THE BOUNDARY LINE OF SAID LA PUERTA SUBDIVISION, A DISTANCE OF 1273.00 FEET TO A 1/2" ROD SET AT THE WEST RIGHT-OF-WAY LINE OF SAID ROOTH ROAD (28TH ST.) FOR A CORNER OF THIS TRACT OF LAND;
 THENCE NORTH 09°01'00" EAST, WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 104.00 FEET TO THE NORTH LINE OF SAID BLOCK 3, FOR A CORNER OF THIS TRACT OF LAND;
 THENCE SOUTH 80°25'54" EAST, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 3, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;
 THENCE SOUTH 09°01'00" WEST, WITH THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 1170.00 FEET TO THE POINT OF BEGINNING, CONTAINING 36.96 ACRES OF LAND MORE OR LESS.



LOCATION MAP SCALE: 1" = 2000'

GENERAL PLAT NOTES

- FLOOD ZONE STATEMENT:**
 FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADE), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
 COMMUNITY-PANEL NO. 482334 0325 0 EFFECTIVE DATE: JUNE 6, 2000
 (REVISED TO REFLECT LOWER BASED MAY 17, 2001.)
 THE AREAS WITHIN THE DRAINAGE EASEMENTS ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 482334 0325 0 EFFECTIVE DATE: JUNE 6, 2000 OF HIDALGO COUNTY, TEXAS AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR HAVE IDENTIFIED AN AREA SHOWN ON THIS PLAT AS BEING WITHIN THE 100-YEAR FLOOD PLAIN.
 THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
- SETBACKS:**
 FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
 MILE 17 1/2 RD: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
 NORTH SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
 WEST SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
 ALL SETBACKS SHALL BE FOR SCHOOL / EDUCATIONAL INSTITUTION USE ONLY. THERE SHALL BE NO OTHER USE ALLOWED.
- MINIMUM FINISH FLOOR NOTE:**
 MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROOTH ROAD AND MILE 17 1/2 ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARKS (B.M.):**
 THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
 B.M. NO. 1: ELEVATION=110.86, N.A.V.D. 88. DESCRIPTION: MONUMENT (24) IS A 30" ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP LOCATED AT THE NORTHWEST CORNER OF ROOTH ROAD (N. 28TH STREET) AND WINTERSTEDT ROAD, APPROXIMATELY 50.00 FEET SOUTH OF THE SOUTHWEST PROPERTY CORNER OF LOT 1, E.C.I.S.D. MIDDLE SCHOOL No. 5 SUBDIVISION.
 B.M. NO. 2: ELEVATION=109.50, N.A.V.D. 88. DESCRIPTION: TOP OF EXISTING COTTON-PICKER SPINDLE LOCATED AT THE SOUTH EAST CORNER OF BLOCK 3, M AND M SUBDIVISION ON THE INTERSECTION OF N. 28TH STREET (ROOTH RD.) AND RUSSELL RD., APPROXIMATELY 50.00 FEET SOUTH OF THE SOUTHWEST PROPERTY CORNER OF LOT 1, E.C.I.S.D. MIDDLE SCHOOL No. 5 SUBDIVISION.
 B.M. NO. 3: ELEVATION=108.56, N.A.V.D. 88. DESCRIPTION: EXISTING SANITARY SEWER MANHOLE COVER LOCATED APPROXIMATELY 80.0' NORTHWEST OF THE SOUTH EAST CORNER OF BLOCK 3.
- DRAINAGE:**
 IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 100,000 CUBIC FEET OF STORM WATER RUNOFF. DRAINAGE DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE POND. (SEE DRAINAGE REPORT ON SHEET 3.)
- DETENTION EASEMENTS NOTE:**
 NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. EMBANKMENT CONSOLIDATED INDEPENDENT SCHOOL DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE DETENTION POND.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.**
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS EXCEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS AND 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.**
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY CODE, SUBDIVISION RULES, BY SIGNING THIS PLAT CONTRACTOR AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH OCCUPYING EASEMENT.**
- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, COUNTY, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO SCHOOL. THE ASSURANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT, NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND UTILITY PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.**
- ALL LOT CORNERS ARE SET 1/2" IRON RODS.**
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWP) REQUIREMENTS REQUIRED BY TCEQ.**
- UTILITY PROVIDERS:**
 POTABLE WATER: SHARPLAND WATER SUPPLY CORPORATION "S.W.S.C."
 SANITARY SEWER: CITY OF McALLEN
 ELECTRICITY: MUD VALLEY ELECTRIC CO-OP
- DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNATED BY THE PROJECT PLAT ENGINEER AT BUILDING PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY HIDALGO COUNTY.**

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- POWER POLE
- WATER VALVE
- SANITARY SEWER MANHOLE
- FOUND COTTON PICKER SPINDLE (C.P.S.)
- RIGHT-OF-WAY
- EDGE OF PAVEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.E.C. NORTHEAST CORNER
- NATURAL GROUND
- LOT LINE
- C — CENTER LINE
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- H.C.D.O. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.D. HIDALGO COUNTY DRAINAGE DISTRICT
- DOC. DOCUMENT
- S.W.S.C. SHARPLAND WATER SUPPLY CORPORATION
- S.E.C. SOUTH EAST CORNER
- S.W.C. SOUTH WEST CORNER

CURVE TABLE

NO.	RADIUS	LENGTH	DELTA
1	84.00'	110.00'	75°02'40"
2	84.00'	104.51'	71°17'00"

OWNER'S ACKNOWLEDGMENT
 STATE OF TEXAS
 COUNTY OF HIDALGO
 I, (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREOF AS THE E.C.I.S.D. MIDDLE SCHOOL No. 5 AN ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HEREOF, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

STATE OF TEXAS - CITY OF McALLEN
 PLAT APPROVAL CERTIFICATE
 I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

RIGHT-OF-WAY DEPARTMENT APPROVAL
 I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. MIDDLE SCHOOL No. 5 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT.
 ON _____ 2009.

HIDALGO COUNTY IRRIGATION DISTRICT No. 1
 THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____ 2009.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
 I, _____ HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.21(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.

STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

NO.	DATE	BY	REVISION
1			
2			
3			

PRESIDENT	SECRETARY
DR. JOE GUTIERREZ, SUPERINTENDENT EDINBURG CONSOLIDATED SCHOOL DISTRICT 411 NORTH 8th AVENUE EDINBURG, TX 78539	OSWALDO L. GUERRA, P.E. 821 SOUTH 10th ST. EDINBURG, TX 78539

PLANNING AND ZONING COMMISSION CHAIRMAN	DATE

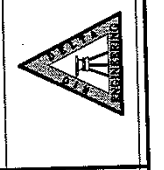
STATE OF TEXAS - COUNTY OF HIDALGO
 COUNTY CLERK'S RECORDING CERTIFICATE
 I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS NUMBER WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2009.

STATE OF TEXAS
 COUNTY OF HIDALGO
 I, _____ A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
 DATED THIS _____ DAY _____ OF 2009.



FILED FOR RECORD IN:
 HIDALGO COUNTY
 BY LETICIA GILMARTO, JR.
 COUNTY CLERK
 ON _____ AT _____ AM/PM
 IN A RECORDING NUMBER _____
 BY _____ DEPUTY

RIO DELTA ENGINEERING
 921 S. 10TH AVENUE
 EDINBURG, TEXAS 78539
 (TEL) 956-380-5152 (FAX) 956-380-5083



DESIGNED BY: ERIC YBARRA
 CHECKED BY: IVAN GARCIA
 DRAWN BY: OSWALDO L. GUERRA
 DATE: SEPTEMBER 3, 2009

REVIEW

E.C.I.S.D. MIDDLE SCHOOL
No. 5 SUBDIVISION
PLAT SHEET
McALLEN, TEXAS

SUB 09 002
 1 OF 3



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **Diana G. Cardenas Estates – Pct. 3**
Final Approval

Diana G. Cardenas is a three (3) lot subdivision located on the West side from Doffing Road approximately ½ mile South from Mile 5 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 21, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

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

Water Services will be provided by Agua Special Utility District. There is an existing eight (8) inch waterline on Doffing Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 31, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 15, 2009**.

DIANA CARDENAS ESTATES

BEING THE NORTH 6.48 ACRES OUT OF LOT 28, NICK DOFFING SUBDIVISION No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 6.48 ACRE TRACT OF LAND OUT OF THE NORTH 6.48 ACRES OF LOT 28, NICK DOFFING SUBDIVISION No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND WITHIN THE CENTERLINE OF DOFFING ROAD (FM 492) FOR THE NORTHEAST CORNER OF LOT 28 AND THE NORTHEAST CORNER OF THIS TRACT,
THENCE S 08° 50' W, ALONG THE EAST LINE OF LOT 28, A DISTANCE OF 415.77 FEET TO A NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,
THENCE N 81° 10' W, PASSING AT 3.68 FEET THE CENTERLINE OF DOFFING ROAD (FM 493), PASSING A 1/2" ROD FOUND AT 43.58 FEET FOR THE WEST R.O.W. LINE OF DOFFING ROAD (FM 492), A TOTAL DISTANCE OF 678.90 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 28 FOR THE SOUTHWEST CORNER OF THIS TRACT,
THENCE N 08° 50' E, ALONG THE WEST LINE OF LOT 28, A DISTANCE OF 415.77 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 28 AND THE NORTHWEST CORNER OF THIS TRACT,
THENCE S 81° 10' E, ALONG THE NORTH LINE OF LOT 28, PASSING AT 678.90 FEET THE CENTERLINE OF DOFFING ROAD, A TOTAL DISTANCE OF 678.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.48 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, DIANA G. CARDENAS, OWNER OF THE 6.48 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "DIANA CARDENAS ESTATES", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

Diana Cardenas
DIANA G. CARDENAS DATE

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DIANA G. CARDENAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF MAY, 2009



Leonor Arratia
LEONOR ARRATIA
NOTARY PUBLIC, STATE OF TEXAS
COMMISSION EXPIRES 12/31/2010
NOTARY PUBLIC FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE § 49.211 (e). 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: _____

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

DATED THIS 24th DAY OF AUGUST, 2009

[Signature]
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009 (c) AND § 212.015(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DIANA CARDENAS ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON

[Signature] 8/24/09
MAYOR OF THE CITY OF MISSION DATE
ATTEST: *[Signature]* 8/24/09
SECRETARY OF THE CITY OF MISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO

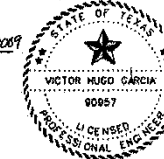
HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

[Signature] 8/10/09
HOMERO LUIS GUTIERREZ REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

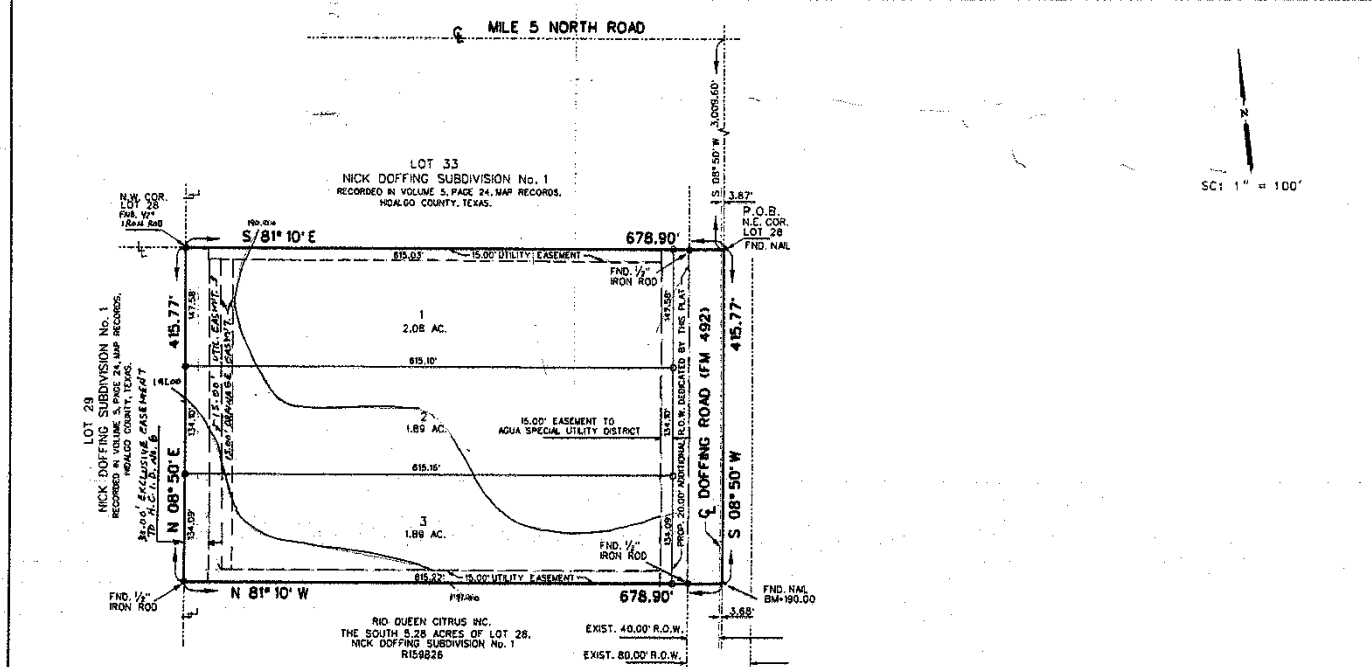
I, THE UNDERSIGNED, VICTOR HUGO GARCIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

[Signature] P.E. May 31st 2009
VICTOR HUGO GARCIA, P.E., LICENSED PROFESSIONAL ENGINEER NO. 90957
2201 NORTHGATE DR. WESLACO, TX 78596
(956) 514-5086



SHEET 1 OF 2

INDEX TO SHEET OF DIANA CARDENAS ESTATES	
SHEET	DESCRIPTION
SHEET 1	HEADING, INDEX, LOCATION MAP AND ETAJ PRINCIPAL CONTACTS PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION, LIMITS AND BOUNDARIES, SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT, AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL
SHEET 2	REVISION NOTES WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE DESIGN, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS



1. FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE DIANA CARDENAS ESTATES HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS THAT INCLUDES THE SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

[Signature]
MR. FRANCISCO FLORES - MANAGER
AQUA SPECIAL UTILITY DISTRICT

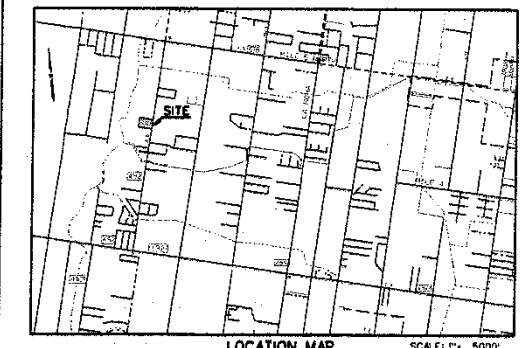
GENERAL NOTES:

- MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 50.00 FEET
SIDES: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 30.0 OR EASEMENT WHICHEVER IS GREATER
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 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.
- DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
▲ DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
- BENCHMARK ELEVATION 90.00 NAIL AT THE SOUTHEAST CORNER OF THIS SUBDIVISION
- FLOOD ZONE DESIGNATION: "C"
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN
C.P.N. 480334 0290 D
MAP REVISED: JUNE 6, 2000.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- 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 3.88 CUBIC FEET (53,307 GALLONS) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE REQUIREMENTS WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE SOUTH SIDE OF THIS PROPERTY.
- 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.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT
- 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 SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY 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
- SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND RESULTS 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 ABSORBING DRAINFIELD SYSTEM.
- APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.
- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS;
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
- DIANA G. CARDENAS, THE OWNER & SUBDIVIDER OF DIANA CARDENAS ESTATES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
- 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.
- 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, PURCHASER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
- IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE RETURN OF SERVICE ON SUCH LARGER METERS(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
- TODD DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON DOFFING ROAD (FM 492), A COMMON DRIVEWAY ACCESS FOR LOTS 2 AND 3.

REVISION NOTES			
NO.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:
NAME ADDRESS CITY & ZIP PHONE
OWNER: DIANA G. CARDENAS RR 6 BOX 63-7 MISSION, TEXAS 78572 956-369-6887
ENGINEER: VICTOR HUGO GARCIA, P.E. 2201 NORTHGATE DR. WESLACO, TX 78596 (956) 514-5086
SURVEYOR: HOMERO LUIS GUTIERREZ 2600 SAN DIEGO MISSION, TEXAS 78572 (956) 583-9479

VANGUARD ENGINEERING
2201 NORTHGATE DRIVE
WESLACO, TX 78596
(956) 514-5086



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
DIANA CARDENAS ESTATES IS WITHIN HIDALGO COUNTY PRECINCT NO. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY ON THE WEST SIDE OF DOFFING ROAD (FM 492) 0.35 MILES NORTH OF MILE 4 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 63,272 - 2006 CENSUS). CARDENAS ESTATES LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

SCALE: 1" = 100'

DATE OF PREPARATION: DECEMBER 2008



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **Sibley Haven Subdivision– Pct. 1**
Final Approval

Sibley Haven Subdivision is a three (3) lot subdivision located on the Northwest corner of Old La Blanca Rd and Mile 12 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 19, 2009. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

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

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

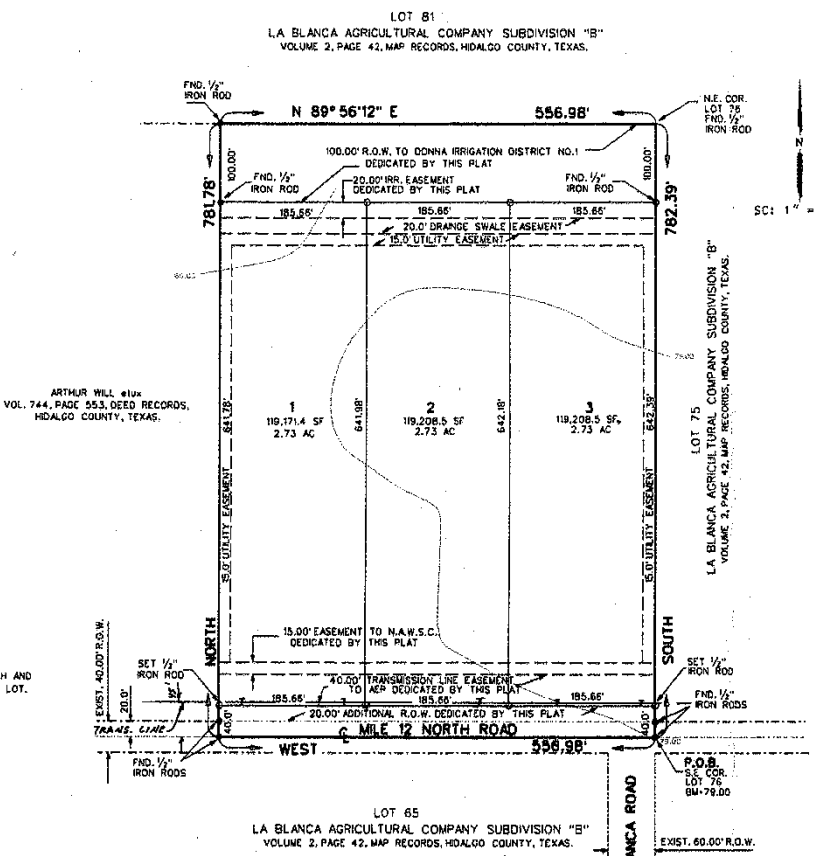
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Mile 12 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 31, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 15, 2009**.

GENERAL NOTES:

- MIN. BUILDING SETBACK LINES:
FRONT 60'
SIDE 8.0' OR EASEMENT WHICH EVER IS GREATER
REAR 40.0' MIN. OR EASEMENT WHICH EVER IS GREATER.
- 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 PERMIT.
CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- Ø - DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ - DENOTES 3/4" IRON ROD FOUND UNLESS OTHERWISE NOTED.
- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK ELEV.: 76.00 N.G.V.D. 29 H.M. AT THE SOUTHEAST CORNER OF THIS SUBDIVISION.
- FLOOD ZONE DESIGNATION:
FLOOD ZONE "C" (NO SHADING) AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL No. 480334 0425 C
MAP REVISED-NOVEMBER 16, 1992.
- 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 33,356 CUBIC FEET 0.76 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE NORTH SIDE OF THIS SUBDIVISION.
- 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 16 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
- 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.
- THIS SUBDIVISION HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH AND EAST SIDE OF THIS SUBDIVISION AND A 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.
- 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 SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY 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 HAS BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO BEEN 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 ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
- MARISELA TREVIÑO, IVONNE TREVIÑO, JULIA TREVIÑO AND IRASEMA TREVIÑO THE OWNERS & A SUBDIVIDERS OF SIBLEY HAVEN RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
- 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.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET PER THE HIDALGO COUNTY SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.



SIBLEY HAVEN

THE EAST 10.00 ACRES OF LOT 76, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B", HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NO. 1398127, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE EAST 10.00 ACRES OF LOT 76, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDARS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE CENTERLINE OF MILE 12 NORTH ROAD FOR THE SOUTHEAST CORNER OF LOT 76 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WEST ALONG THE CENTERLINE OF MILE 12 NORTH ROAD AND THE SOUTH LINE OF LOT 76, A DISTANCE OF 556.98 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH, PASSING AT 20.00 FEET THE EXISTING NORTH R.O.W. LINE OF MILE 12 NORTH ROAD, PASSING A 1/2" IRON ROD FOUND AT 781.78 FEET FOR THE SOUTH LINE OF A PROPOSED 100.00 H.C.D. NO.1 R.O.W. A TOTAL DISTANCE OF 781.78 TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 76, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE IN 89° 56' 12" E, ALONG THE NORTH LINE OF LOT 76, A DISTANCE OF 556.98 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 76 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH, ALONG THE EAST LINE OF LOT 76, PASSING A 1/2" IRON ROD FOUND AT 100.00 FEET FOR THE PROPOSED SOUTH LINE OF A 100.00 H.C.D. NO.1 R.O.W., PASSING A 1/2" IRON ROD FOUND AT 782.39 FEET FOR THE EXISTING NORTH R.O.W. LINE OF MILE 12 NORTH ROAD, A TOTAL DISTANCE OF 782.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SIBLEY HAVEN HAS BEEN REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SIBLEY HAVEN HAS BEEN REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0291(A)

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

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST:
HIDALGO COUNTY CLERK _____ DATE _____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M ON _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M _____ SHEET(S) _____

HIDALGO COUNTY CLERK _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

Guillermo A. Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 5/15/09
525 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
COUNTY OF HIDALGO

I, HONORABLE LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Honorable Luis Gutierrez, P.L.S.
HONORABLE LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

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

I, IRASEMA TREVIÑO, JULIA TREVIÑO, IVONNE TREVIÑO AND MARISELA SALAZAR AS OWNER(S) OF THE 10.00 ACRE TRACT OF LAND INCORPORATED WITHIN THE PROPOSED SIBLEY HAVEN HEREBY DEDICATE AND DEDICATED 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 THE 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

Mariela Salazar 5-14-09 DATE
LOT 1 OWNER: MARISELA SALAZAR ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

Julia Treviño 5-14-09 DATE
LOT 1 OWNER: JULIA TREVIÑO ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

Ivonne Treviño 5-14-09 DATE
LOT 2 OWNER: IVONNE TREVIÑO ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

Irasema Treviño 5-14-09 DATE
LOT 3 OWNER: IRASEMA TREVIÑO ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARISELA SALAZAR, JULIA TREVIÑO, IVONNE TREVIÑO AND MARISELA TREVIÑO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14TH DAY OF MAY, 2009.

Notary Public
NOTARY PUBLIC, FOR THE STATE OF TEXAS

LEONOR ARRATIA
NOTARY PUBLIC, STATE OF TEXAS
EXPIRES 09/15/2010

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE § 48.211(G). 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 STANDARDS. THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT NO. 1
ON THIS 22nd DAY OF May, 2009.

ATTEST:
Antonio Buzman PRESIDENT
William W. Haskins SECRETARY

CITY COUNCIL'S CERTIFICATION

THE PLAT OF SIBLEY HAVEN HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2009

ATTESTED: _____ BY: _____ CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF SIBLEY HAVEN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

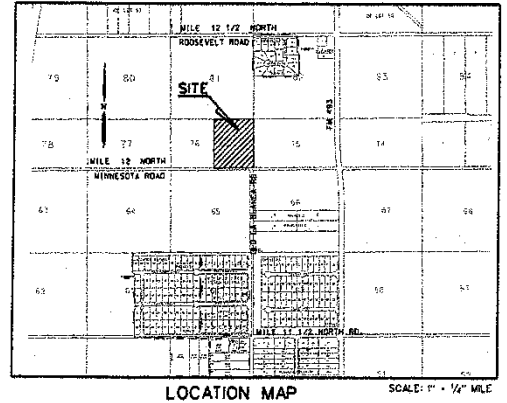
DATE THIS _____ DAY OF _____, 2009

ATTESTED: _____ BY: _____ PLANNING BOARD CHAIR PERSON SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, HONORABLE LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Honorable Luis Gutierrez, P.L.S.
HONORABLE LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
SIBLEY HAVEN IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE SOUTHWEST CORNER OF OLD LA BLANCA ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846 /2005 CENSUS). SIBLEY HAVEN LIES APPROXIMATELY 1.70 MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 2 MILE EXTRAJURISDICTIONAL JURISDICTION (EJ) UNDER LOCAL GOVERNMENT CODE § 42.021

No.	SHEET	REVISION	DATE	APPROVED

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 14TH DAY OF MAY, 2009.

Mariela Salazar 5-14-09 DATE
LOT 1 OWNER: MARISELA SALAZAR ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

Julia Treviño 5-14-09 DATE
LOT 1 OWNER: JULIA TREVIÑO ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

Ivonne Treviño 5-14-09 DATE
LOT 2 OWNER: IVONNE TREVIÑO ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

Irasema Treviño 5-14-09 DATE
LOT 3 OWNER: IRASEMA TREVIÑO ADDRESS: 2805 LISSNER DONNA, TEXAS, 78537

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: IRASEMA TREVIÑO	2805 LISSNER	DONNA, TEXAS, 78537	(956) 650-4988
ENGINEER: GUILLERMO A. ARRATIA, P.E.	525 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR: HONORABLE L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(817) 683-5479

DATE OF PREPARATION: JUNE 2009

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET FIRM NO. F-9050 PH. (956) 784-0218
DONNA, TEXAS, 78537 E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF SIBLEY HAVEN

SHEET	DESCRIPTION
SHEET 1	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION, METES AND BOUNDARIES, SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND INSTRUMENT OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, COUNTY APPROVAL, CERTIFICATE OF PLAT APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT IN WHICH THE PROJECT IS SITUATED, H.C.D.'S CERTIFICATION (IRRIGATION DISTRICT CERTIFICATE OF APPROVAL CITY OF DONNA CERTIFICATION AND ATTEST, REVISION NOTES, ROW AND HEALTH DEPT. CERTIFICATIONS WATER DISTRIBUTION AND SEWER FACILITY ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER STATEMENT CERTIFICATION.
SHEET 2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION (REVISION NOTES), CONSTRUCTION DETAILS.



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **Rancho Hernandez Subdivision– Pct. 3**
Final Approval

Rancho Hernandez Subdivision is a four (4) lot subdivision located on the South side of Mile 4 Road approximately 323 feet West of Bienestar Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 13, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

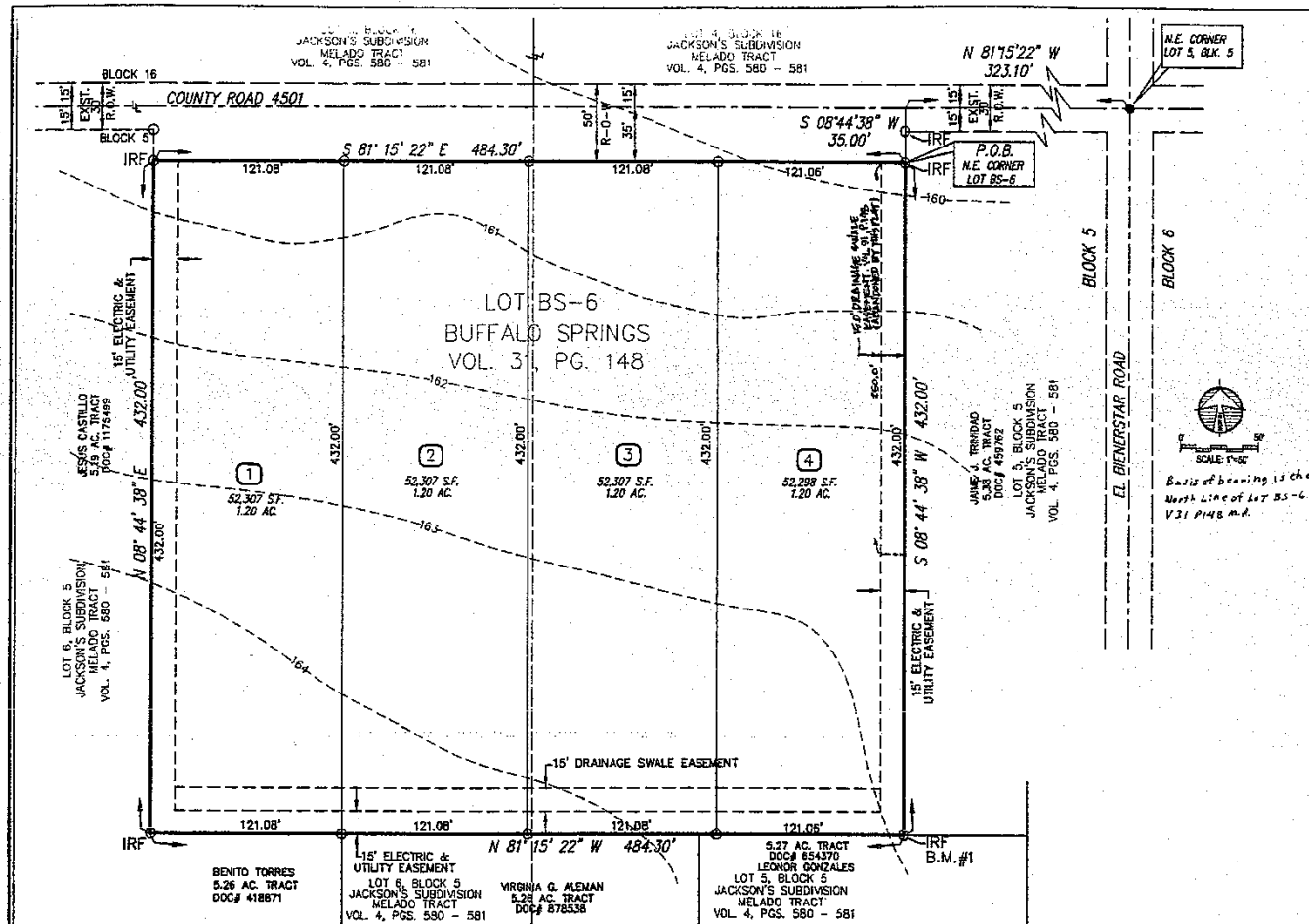
The proposed subdivision plat will dedicate twenty (20) feet on 4 Mile Line Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

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

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on July 22, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 15, 2009**.



LEGAL DESCRIPTION

A 4.80 acre tract being Lot BS-6, Buffalo Springs, Hidalgo County, Texas as per map thereof recorded in Volume 31, Page 148, of the Map Records of said County; said 4.80 acres being more particularly described by metes and bounds as follows:

BEGINNING at a five-eighths (5/8) inch diameter iron rod found at the Northwest corner of Lot BS-6; to the Northwest corner hereof;

THENCE with the North line of said Lot, the South Right of Way of Existing County Road 4501, South 81° 15' 22" East, 484.30 feet to a five-eighths (5/8) inch diameter iron rod found for the Northeast corner hereof;

THENCE with the East line of said Lot, South 08° 44' 38" West 432.00 feet to a one-half (1/2) inch diameter iron rod found for the Southeast corner hereof;

THENCE with the South line of said Lot, North 81° 15' 22" West, 484.30 feet to a five-eighths (5/8) inch diameter iron rod found for the Southwest corner hereof;

THENCE with the West line of said Lot, North 08° 44' 38" East 432.00 feet to the PLACE OF BEGINNING, containing four and eighty hundredths (4.80) acres, more or less.

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

WE, RUBEN HERNANDEZ & MARIA PETRA HERNANDEZ AS OWNER OF THE 4.80 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHO HERNANDEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAN AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 222.002 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAN ARE TRUE AND COMPLETE.

Ruben Hernandez *Maria Petra Hernandez*
RUBEN HERNANDEZ MARIA PETRA HERNANDEZ
RT. 13 BOX 398 RT. 13 BOX 386
EDINBURG, TX 78541 EDINBURG, TX 78541

**STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RUBEN HERNANDEZ & MARIA PETRA HERNANDEZ TO ME THROUGH HIS OR HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENT THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS 4 DAY OF May, 2008.

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON: 03/02/12

GENERAL PLAT NOTES & RESTRICTIONS

- FLOOD ZONE STATEMENT:** FLOOD ZONE DESIGNATION: ZONE "X" (1% ANNUAL FLOOD FLOODING) - DEFINED AS AREAS DETERMINED TO BE IN FLOOD HAZARD BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR INCORPORATED AREAS OF HIDALGO COUNTY, TEXAS. RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- SETBACKS:** FRONT: 45.00 FEET, OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER. REAR: 30 FEET, OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES. SIDE: 10 FEET, OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES. 15 FEET FOR WEST SIDE OF LOT 1 AND EAST SIDE OF LOT 4 OR EASEMENT WIDTH WHICHEVER IS GREATER.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:** NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT FOR NEW CONSTRUCTION.
- MINIMUM FINISH FLOOR NOTE:** MINIMUM FINISH FLOOR ELEVATION SHALL BE 16" ABOVE CENTER OF GRADE OR 10" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS PRIOR TO PERMITTING AT THE TIME FOR APPLICATION FOR CONSTRUCTION, TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AND ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE:** B.M. #1: IRON ROD SET IN CONCRETE IN THE SOUTHEAST CORNER OF THE PROPERTY. ELEV. = 162.85 (NGVD 1929). B.M. #2: 3/4" INCH BRASS MONUMENT CAP ON 30-INCH ALUMINUM PIPE, LOCATED 0.8 MILES EAST OF CORNWAY ROAD CENTERLINE AND 30 FEET SOUTH OF THE CENTERLINE OF MONTE CRISTO ROAD, AND 7.0 FEET EAST OF AN EXISTING POWER POLE. ELEV. = 158.35 (NAVD 88).
- DRAINAGE:** IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER SHALL BE REQUIRED TO DETAIN A TOTAL OF 5,227 CUBIC FEET, 0.1226 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY DEPRESSED YARD AREAS AT FRONT AND REAR OF LOT AS HEREIN INDICATED. (1,307 C.F./0.0320 AC. FT. PER LOT).
- DRAINAGE SWALE EASEMENTS NOTE:** NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALE.
- 4.0' SIDEWALK:** IS REQUIRED ALONG THE SOUTH SIDE OF COUNTY ROAD 4501, BY THE LOT OWNERS WITHIN CITY OF McALLEN.
- 4.0' BUFFER:** IS REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL USES / ZONES, TO BE MAINTAINED BY LOT OWNERS, WITHIN CITY OF McALLEN.
- AN ENGINEERING DETENTION PLAN** APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT, WITHIN CITY OF McALLEN.
- 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.
- OSSE SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.** A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND NON-FAMILY USE.
- EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE LOT AREA WITH POTABLE WATER SUPPLY.**
- OSSE SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORITY DEPARTMENT.**
- SOIL ANALYSIS HAS BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY ALSO BE 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 ABSORPTIVE DRAIN FIELD SYSTEM BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATED JUNE 9, 2008.**
- APPROVED "OSSE" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.**
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.**
- RUBEN HERNANDEZ, THE OWNER & SUBDIVIDER OF RANCHO HERNANDEZ SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.**
- NO PERMANENT 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 10 INCHES TALL, NATIVE PLANTS, GRASS, GROUND COVER OR FLOWERS) AND OTHER OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- LEGEND "O" DENOTES 1/2" IRON ROD SET FOR ALL LOT CORNERS.**
- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.**
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.**
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICAL, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.**
- THE PROPERTY COVERED BY THIS SUBDIVISION PLAN IS SUBJECT TO THAT CERTAIN COVENANT AGAINST REAL PROPERTY BETWEEN RUBEN HERNANDEZ AND MARIA PETRA HERNANDEZ AND THE CITY OF McALLEN EXECUTED ON JUNE 10, 2008 AND RECORDED IN THE FOLLOWING INSTRUMENT DOCUMENT NO. 20080303 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.**

PRINCIPAL CONTACTS

OWNER/ENGINEER	NAME	ADDRESS	CITY, STATE, ZIP-CODE	PHONE	FAX
OWNER/ENGINEER	RUBEN HERNANDEZ	RT. 13 BOX 398	EDINBURG, TX 78541	(956) 281-4531	
OWNER/ENGINEER	MARIA PETRA HERNANDEZ	RT. 13 BOX 386	EDINBURG, TX 78541	(956) 281-4531	
ENGINEER	ARTURO GARCIA JR.	P.O. BOX 4562	McALLEN, TEXAS 78120	(956) 281-4531	(956) 281-4531
ENGINEER	PABLO PENA, III	P.O. BOX 4320	McALLEN, TEXAS 78120	(956) 281-4531	(956) 281-4531

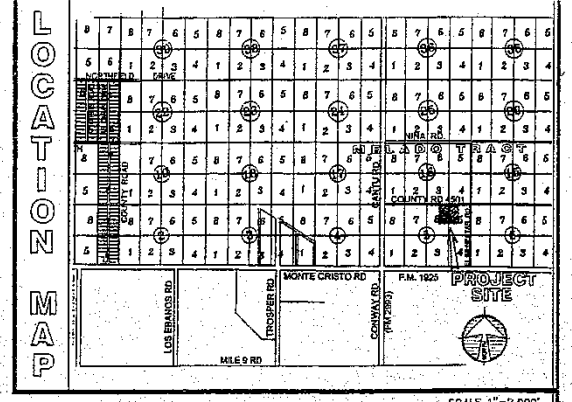
LEGEND

- O IRON ROD FOUND
- IRON ROD SET
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- U.E. UTILITY EASEMENT
- P. PROPERTY LINE
- L. LOT LINE
- B.M. BENCH MARK
- D.H.C. DEED RECORDS HIDALGO COUNTY

PRINCIPAL CONTACTS

Date-North arrow-Main Scale-Heading-Legal description-Location Map and ETI-Principal contacts-INDEX-Prop & exist Subdivision Layout-Metres & Bounds-Notes-Owner dedication, certification, and attestation-Notary public-P & Z Commission-Survey certificate-Engineer certificate-Drainage dedication-Health Department Certificate-County certificate-County clerk's recording certificate-Revision Notes-Hidalgo County Right-of-Way Certificate

Final Engineering Report, including Description of Water and Sanitary Sewer (English-Spanish Versions), Legend, Description of Drainage and Drainage Swales, Map of Topography and Engineering Flood Certification, Revision Notes-Prepared by Arturo Garcia Engineering PLLC-Sheet Number



**STATE OF TEXAS
COUNTY OF HIDALGO**

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

Arturo Garcia Jr. 3-26-09
ARTURO GARCIA JR., PE # 63356
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4562
McALLEN, TEXAS 78120
PHONE (956) 281-4531
FAX (956) 281-4534

**STATE OF TEXAS
COUNTY OF HIDALGO**

I, THE UNDERSIGNED, PABLO PENA, III, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

Pablo Pena III 3-26-09
PABLO PENA, III, RPLS # 5342
DATE SURVEYED: 03-26-2009
REGISTERED PROFESSIONAL LAND SURVEYOR
P.O. BOX 4320
McALLEN, TEXAS 78120
(956) 282-9812

**STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RUBEN HERNANDEZ & MARIA PETRA HERNANDEZ TO ME THROUGH HIS OR HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENT THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS 4 DAY OF May, 2008.

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON: 03/02/12

**STATE OF TEXAS
COUNTY OF HIDALGO**

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

[Signature] 6-29-09
MAYOR, CITY OF McALLEN CITY SECRETARY
DATE: 6-19-09 DATE: 6-19-09

**STATE OF TEXAS
COUNTY OF HIDALGO**

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

[Signature] 6-29-09
CHAIRMAN, PLANNING COMMISSION DATE

**STATE OF TEXAS
COUNTY OF HIDALGO**

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 46.211 (D). 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: _____

RANCHO HERNANDEZ SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A SUBDIVISION OF 4.80 ACRE TRACT OF LAND BEING ALL OF LOT BS-6, BUFFALO SPRINGS SUBDIVISION ACCORDING TO PLAT RECORDED IN VOLUME 31, PAGE 148, HIDALGO COUNTY MAP RECORD

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

PROJECT NAME:	RANCHO HERNANDEZ SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
DATE:	03/26/09
APPROVED BY:	[Signature]
DATE:	04/04/2009

1 of 2



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **JG Subdivision – Pct. 1**
Final Approval

JG Subdivision is a two (2) lot subdivision located on the North side of Mile 10 North Road, approximately ¼ mile East of Mile 3 ½ West Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 22, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

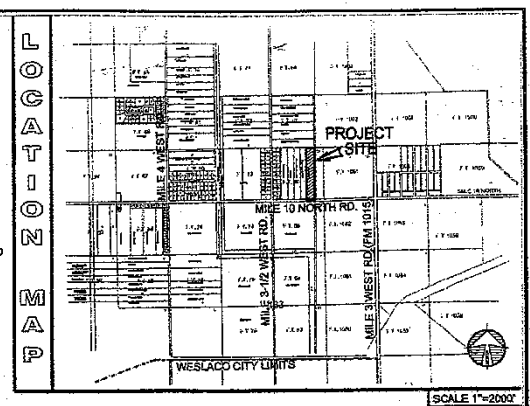
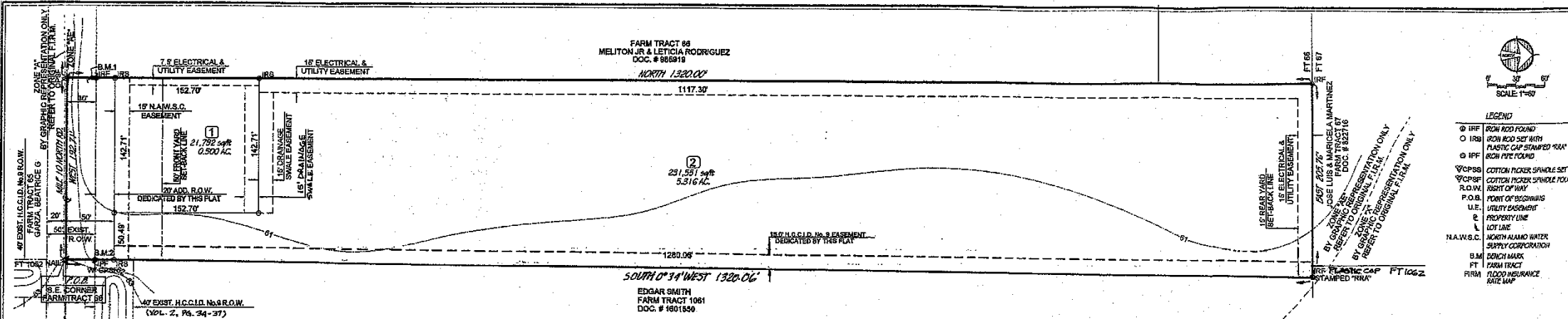
The proposed subdivision plat will dedicate twenty (20) feet on Mile 10 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) waterline on Mile 10 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on June 12, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 15, 2009**.



GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT
 FLOOD ZONE DESIGNATION: ZONE "AE" SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD; BASE FLOOD ELEVATIONS DETERMINED (64.0').
 BASED ON COMMUNITY PANEL NUMBER 480334 (450) C. MAP REVISED: JUNE 8, 2008.
 REVISION TO REFLECT LOWER DATED MAY 30, 2002. FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR INCORPORATED AREAS OF HIDALGO COUNTY, TEXAS.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
 FRONT: _____ 50.00 FEET
 REAR: _____ 50.00 FEET OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
 SIDE: _____ 5.00 FEET, OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

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

4. MINIMUM FINISH FLOOR NOTE:
 MINIMUM FINISH FLOOR ELEVATION SHALL BE _____ 0.500 AC.
 ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF 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 OF DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
 B.M. 1: SET IN POWER POLE LOCATED AT SOUTHWEST CORNER OF SAID PROPERTY ON NORTH RIGHT-OF-WAY. ELEVATION 98.96 (MVD 1922)
 B.M. 2: ON THE TOP OF IRON ROD LOCATED AT SOUTHWEST CORNER OF SAID PROPERTY ON NORTH RIGHT-OF-WAY. ELEVATION 61.75 (N.S.V.L. 1947).

6. DRAINAGE:
 IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 875 CUBIC FEET, 0.25% SLOPE OF STORAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY DEFINED YARD AREAS IN SWALES PARALLEL TO THE PROPERTY LINES IN ACCORDANCE WITH HIDALGO COUNTY CRITERIA.

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

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH THE 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 SEWAGE ONLY.
 B. SEWAGE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
 C. EACH LOT ON THIS PLAT COMPLETES WITH THE MINIMUM 0.30 ACRE LOT AREA WITH POTABLE WATER SUPPLY.
 D. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
 E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE ANNUAL DEPARTMENT.
 F. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORBENT DRAIN FIELD SYSTEM.

9. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.

10. MARRIA A. GUERRERO, THE OWNER & SUBDIVIDER OF J.G. SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

12. NO PERMANENT 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 NATURE RESISTANT GRASS, GRASS COVER OR FLOWERS) AND OTHER OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 16.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLETELY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCURRING AN EASEMENT.

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

15. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
 1. ANCHORING OF SEPTIC TANK(S)
 2. BACK FLOW VALVES
 3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

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

17. STREET LIGHT INSTALLATION SHALL BE REQUIRED AT SUBDIVISION STAGE AND SHALL BE PRIVATELY MAINTAINED BY THE LOT OWNERS. AS REQUIRED BY THE CITY OF WESLACO.

METES AND BOUNDS

Being 6.037 acres of land situated in Hidalgo County, Texas, and being out of Farm Tract 66, West Tract Subdivision, as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, and said 6.037 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a nail found for the southeast corner of said Farm Tract 66 and the southeast corner of said tract herein described;

THENCE, West, 192.71 feet, with the south line of said Farm Tract 66 and with the centerline of Mile 10 North Road to a cotton picker spindle found for the southwest corner of said tract herein described;

THENCE, North, at a distance of 30.00 feet pass a 1/2-inch iron rod found for reference on the north right-of-way line of said Mile 10 North Road and continuing for a total distance of 1,320.06 feet to a 1/2-inch iron rod found for the northeast corner of said tract herein described;

THENCE, East, 205.76 feet, with the north line of said Farm Tract 66 to a 1/2-inch iron rod with a plastic cap stamped "RRA" found for the northeast corner of said Farm Tract 66 and the northeast corner of said tract herein described;

THENCE, South 00° 34' West, with the east line of said Farm Tract 66, at a distance of 1,290.06 feet pass a 1/2-inch iron pipe with a cotton picker spindle found for reference on the north right-of-way line of said Mile 10 North Road and continuing for a total distance of 1,320.06 feet to the POINT OF BEGINNING and containing 6.037 acres of land more or less.

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, as successor, and assigns, and exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantor is hereby authorized to designate the course of the easement therein conveyed except that when the pipeline is installed, the easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline location.

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 this 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 location.

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 the 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 OF THE SAID GRANTOR EXECUTED THE INSTRUMENT THE
 14 DAY OF August 2009.
 Maria A. Guerrero

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER: MARIA A. GUERRERO	RR 8, BOX 384	WESLACO, TEXAS 78799-4385	(361) 462-4384	
ENGINEER: ARTURO GARCIA, JR.	P.O. BOX 4626	WESLACO, TEXAS 78792	(361) 650-3660	(361) 650-3660
SURVEYOR: REYNALDO ROBLES	P.O. BOX 478	WESLACO, TEXAS 78799-0478	(361) 368-3478	(361) 368-3478

COUNTY OF HIDALGO
 CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.G. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON March 20, 2009.

[Signature] DATE 3/20/09
 HIDALGO COUNTY HEALTH DEPARTMENT

COUNTY OF HIDALGO
 CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.G. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON 3/20/09, 2009.

[Signature] DATE 3/20/09
 HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

STATE OF TEXAS
 COUNTY OF HIDALGO
 OWNERS IDENTIFICATION, CERTIFICATION, AND ATTESTATION

I, MARIA A. GUERRERO, AS OWNER OF THE 6.037 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED J.G. SUBDIVISION, HEREBY SUBMIT THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.022 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

[Signature] DATE 3/14/09
 MARIA A. GUERRERO
 RR 8, BOX 384
 WESLACO, TEXAS 78799-4385

STATE OF TEXAS
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, MARIA A. GUERRERO PERSONALLY APPEARED AND PROVED, THROUGH HIS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, THEY DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED, THIS 14 DAY OF August, 2009.

[Signature]
 NOTARY PUBLIC FOR THE STATE OF TEXAS
 MY COMMISSION EXPIRES ON 11-21-2009

STATE OF TEXAS
 COUNTY OF HIDALGO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.022(b)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J.G. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS 14 DAY OF August, 2009.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST:
 HIDALGO COUNTY CLERK _____ DATE _____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT _____ O'CLOCK _____ ON THE DAY OF _____, 2009. I FURTHER CERTIFY THAT THE AFORESAID PLAT WAS RECORDED IN VOLUME _____ PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY, AT _____ A.M. ON THE _____ OF _____, 2009.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON HIDALGO AND CAMERON IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9.

STATE OF TEXAS
 COUNTY OF HIDALGO

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9, THIS 12 DAY OF March, 2009.

[Signature] *[Signature]*
 MANAGER

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

[Signature]
 ARTURO GARCIA, JR., PE # 69356
 ARTURO GARCIA ENGINEERING SERVICES, PLLC
 DATE: 3-18-09
 P.O. BOX 4626
 WESLACO, TEXAS 78792
 PHONE (361) 650-3660
 FAX (361) 650-3688



STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

[Signature]
 REYNALDO ROBLES R.P.L.S. #4032
 DATE SURVEYED: MARCH 7, 2007
 ROBLES & ASSOCIATES, PLLC
 P.O. BOX 478
 WESLACO, TEXAS 78799-0478
 (959) 969-2422



STATE OF TEXAS
 COUNTY OF HIDALGO

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

[Signature] *[Signature]*
 MAYOR, CITY OF WESLACO CITY SECRETARY
 DATE 3/20/09 DATE 3/20/09

STATE OF TEXAS
 COUNTY OF HIDALGO

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

[Signature] 5-13-09
 CHAIRMAN PLANNING COMMISSION DATE

STATE OF TEXAS
 COUNTY OF HIDALGO

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

[Signature] 3/20/09
 HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BY: DATE

FINAL PLAT OF
J.G. SUBDIVISION
 HIDALGO COUNTY, TEXAS

THE 6.037 ACRES OUT OF FARM TRACT 66, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PROJECT NAME:	J.G. SUBDIVISION	PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT	DATE:	JANUARY 31, 2007
DRAWN BY:	ARTURO GARCIA, JR.	CHECKED BY:	ARTURO GARCIA, JR.
DATE:	3-18-09	DATE:	3-18-09
SCALE:	AS SHOWN ON PLANS	SCALE:	AS SHOWN ON PLANS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
 J.G. SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 10 NORTH AND APPROXIMATELY 120 FEET EAST OF ITS INTERSECTION OF MILE 34-37 WEST ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,462). J.G. SUBDIVISION LIES APPROXIMATELY 34 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE EXTRAJURISDICTIONAL JURISDICTION (EJJ) UNDER LOCAL GOVERNMENT CODE 42.021 L.S. IN PRESENT NO. 1.

SHEET 1 OF 2

INDEX: One-Third Scale: 1"=400'. Includes: Location Map and Elevation Profile. (Not to Scale)

REVISIONS:

NO.	DATE	DESCRIPTION
1	3/18/09	ISSUED FOR RECORD



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: September 16, 2009

RE: **Santos Villanueva Subdivision – Pct. 1**
Final Approval

Santos Villanueva Subdivision is a three (3) lot subdivision located on the North side of Mile 10 North Road, approximately 780 feet to the West of Mile 5 West Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 08, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 10 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

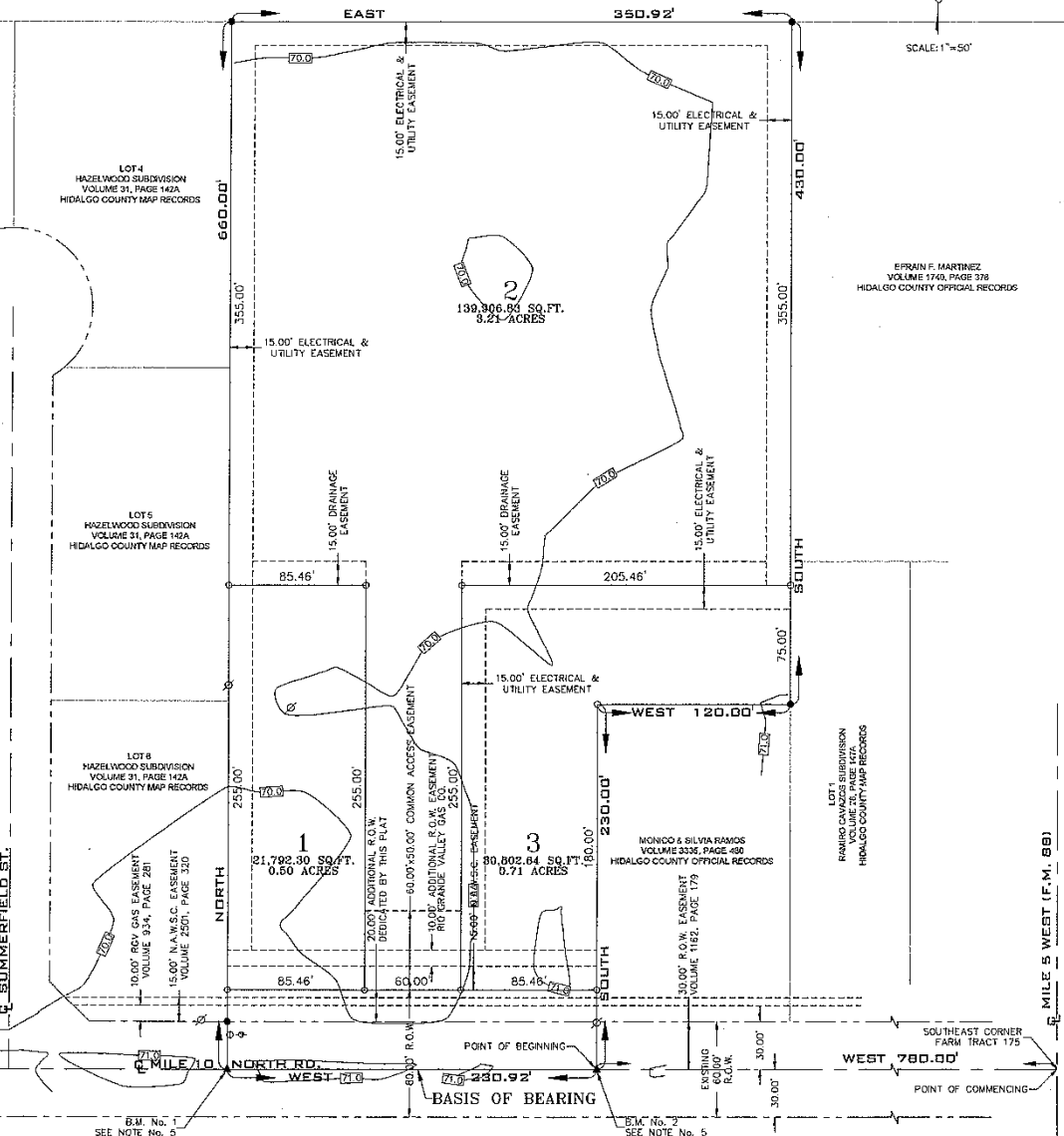
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) waterline on Mile 10 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on June 25, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 15, 2009**.

DATE OF PREPARATION: MAY 14, 2009

DANIEL CHAVIZO, ET UX
VOLUME 1972, PAGE 379
HIDALGO COUNTY OFFICIAL RECORDS



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

SANTOS VILLANUEVA SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 ON THE EAST SIDE OF HIDALGO COUNTY, ALONG THE NORTH SIDE OF MILE 10 NORTH ROAD AND APPROXIMATELY 7800 FEET WEST OF MILE 5 WEST (F.M. 88). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE U.S. CENSUS BUREAU, THE 2006 POPULATION ESTIMATE FOR THIS CITY WAS 31,442. SANTOS VILLANUEVA SUBDIVISION FALLS INSIDE WESLACO'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 41.021 AND INSIDE WESLACO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

INDEX OF SHEETS

Table with 3 columns: SHEET, DESCRIPTION, and COMMENTS. SHEET 1: LEGAL DESCRIPTION (METES AND BOUNDS); SHEET 2: UTILITY LAYOUT, ENGINEERING REPORT; SHEET 3: DRAINAGE LAYOUT, ENGINEERING REPORT.

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON: _____ AT _____ AM/PM
AS A RECORDING NUMBER _____
BY _____ DEPUTY

LEGEND table listing symbols for iron rods, plastic caps, power poles, telephone pedestals, water meters, valves, hydrants, trees, fences, and ground types.

PRINCIPAL CONTACTS

Table with 4 columns: NAME, ADDRESS, PHONE & FAX. Lists Santos Villanueva & Paula Lopez, Inez B. Garza, and Reynaldo Robles.

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

I, SANTOS VILLANUEVA & PAULA LOPEZ, AS OWNERS OF THE 4.68 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANTOS VILLANUEVA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARKS, 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;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

SANTOS VILLANUEVA 202 W. MILE 10 NORTH RD. WESLACO, TX 75786
PAULA LOPEZ 202 W. MILE 10 NORTH RD. WESLACO, TX 75786

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SANTOS VILLANUEVA & PAULA LOPEZ, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FULLY ADVISED, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2009

NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF TEXAS - COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE

UNDER LOCAL GOVERNMENT CODE § 232.028(c) WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SANTOS VILLANUEVA, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

HIDALGO COUNTY JUDGE _____ DATE _____ ATTEST: HIDALGO COUNTY CLERK _____ DATE _____

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SANTOS VILLANUEVA, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____, 2009.

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR _____ DATE _____

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SANTOS VILLANUEVA, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2009.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

GENERAL PLAY NOTES & RESTRICTIONS

- 1. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHOUD) AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAN...
2. SETBACKS: FRONT LOT (1 & 3): 50.00 FEET (OR TO EASEMENT, WHOEVER IS GREATER)...
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT...
4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 1' ABOVE TOP OF CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND...
5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS...
6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS...
7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT...
8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS...
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
10. SANTOS VILLANUEVA & PAULA LOPEZ, OWNERS & SUBDIVIDERS OF SANTOS VILLANUEVA SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF TREES, BUSHES, SHEDS, SHEDS, TREES, AND OTHER PLANTINGS...
12. 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.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES...
14. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE...
15. ALL LOT CORNERS ARE SET 1/2" IRON RODS.
16. ALL CONSTRUCTION SHALL COMPLY WITH SEWER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS REQUIRED BY TCEQ.
17. ALL LOTS IN SANTOS VILLANUEVA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SANTOS VILLANUEVA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS...
18. NO RECREATION LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 10 NORTH ROAD ON LOTS 1, 2, & 3. A 24 FOOT DRIVEWAY DRIVEWAY EASEMENT SHALL BE CONSTRUCTED BY DEVELOPER WITHIN LOT 2 COMMON ACCESS EASEMENT TO PROVIDE INGRESS AND EGRESS FROM MILE 10 NORTH ROAD TO LOTS 1, 2, AND 3.

STATE OF TEXAS - CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

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

CITY MAYOR _____ DATE _____ ATTEST: CITY SECRETARY _____ DATE _____

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

PLANNING AND ZONING COMMISSION CHAIRMAN _____ DATE _____

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 48.211(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.

BY _____ DATE _____

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 DATED THIS _____ DAY OF _____, 2009.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCD NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCD NO. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VIOLATIONS OF THE DISTRICT ENFORCEMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

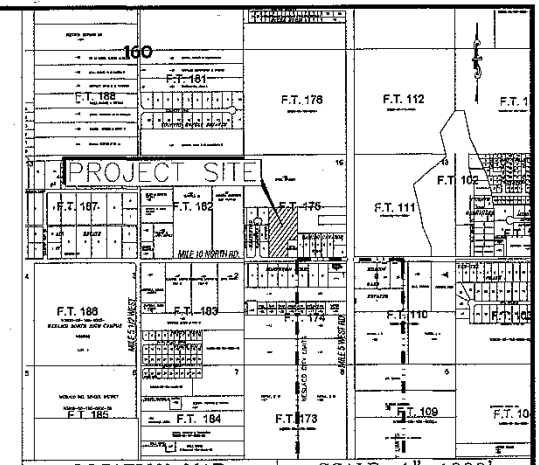
REYNALDO ROBLES _____ DATE _____

ENGINEER CERTIFICATE

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

INEZ B. GARZA, JR., P.E. _____ DATE _____

REG. PROFESSIONAL ENGINEER NO. 60824



LOCATION MAP SCALE: 1" = 1000'

METES AND BOUNDS

BEING 4.68 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 175, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 4.68 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF SAID FARM TRACT 175 AND CONTINUING FOR A TOTAL DISTANCE OF 660.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, WEST, 230.92 FEET, WITH THE SOUTH LINE OF SAID FARM TRACT 175 AND WITH THE CENTERLINE OF SAID MILE 10 NORTH ROAD TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, NORTH AT A DISTANCE OF 30.00 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 10 NORTH ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 660.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, EAST, 350.92 FEET, TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, SOUTH, 430.00 FEET WITH A LINE THAT IS PARALLEL TO THE EAST LINE OF SAID FARM TRACT 175, TO A 1/2-INCH IRON ROD FOUND FOR A CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, WEST, 120.00 FEET WITH A LINE THAT IS PARALLEL TO THE SOUTH LINE OF SAID FARM TRACT 175, TO A 1/2-INCH IRON ROD FOUND FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, SOUTH WITH A LINE THAT IS PARALLEL TO THE EAST LINE OF SAID FARM TRACT 175, AT A DISTANCE OF 200.00 FEET PASS A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 10 NORTH ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.68 ACRES OF LAND MORE OR LESS.

NORTH ALAMO WATER SUPPLY CORPORATION

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 TRANSFERREES (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 GRANTEE'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS/ARE INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED, BY 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 INTERFERE WITH THE RELOCATION OF THE PIPELINE(S) AS INSTALLED. GRANTEE FURTHER GRANTS TO GRANTEE AND 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. GRANTEE HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. GRANTEE'S ACCEPTANCE OF THIS EASEMENT SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE 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 GRANTEE CONSENTS 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 LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTEE EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2009.

SANTOS VILLANUEVA _____ PAULA LOPEZ _____

SUBDIVISION PLAT OF
SANTOS VILLANUEVA
BEING 4.68 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 175, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

GARZA-GARZA CONSULTING ENGINEERS
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
PHONE: (956) 905-2360

**Election Services- City of Palmhurst
CC REGULAR**

Date: 09/22/2009
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: Elections Administration

Information

CAPTION

Approval of contract for Election Services (full service) between Hidalgo County and the City of Palmhurst for their election to be held on November 3, 2009.

BACKGROUND

Two (2) originals of Contract for Election Services
Two (2) originals of Agreement for Election Services

Fiscal Impact

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: [Contract for Services](#)
Link: [Agreement for Election Services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/15/2009 12:03 PM	APRV
2	Budget & Management	Erika Zamora	09/15/2009 01:31 PM	APRV
3	Roland Garcia	Rolando Garcia	09/16/2009 03:30 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 02:55 PM	APRV
5	Purchasing Department	Marty Salazar	09/18/2009 02:59 PM	APRV
Form Started By: Veronica Lopez			Started On: 09/14/2009 02:22 PM	
Final Approval Date: 09/18/2009				

ARTICLE II

SERVICES

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

- (A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF PALMHURST ;
- (B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF PALMHURST ;
- (C) Provide information for election officers;
- (D) Provide general advisory services; and
- (E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

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

ARTICLE V

TERM

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

ARTICLE VI

COST OF SERVICE AND BILLING

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

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

**Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF PALMHURST
LEASING ENTITY

BY: Ramiro J. Rodriguez

PRINT: Mr. Ramiro J. Rodriguez, Jr.

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

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

ATTEST

BY: Celina Perez

PRINT: Celina Perez

TITLE: City Secretary

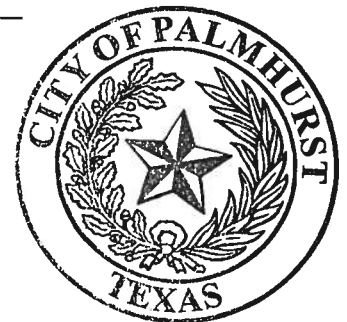
ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN



**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF PALMHURST**

THIS AGREEMENT (the “Agreement”) is entered into by and between the CITY OF PALMHURST, Texas, acting by and through its City Mayor, Mr. Ramiro J. Rodriguez, Jr. (hereinafter referred to as “the City”) and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the “County”) duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramón.

WITNESSETH:

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

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

WHEREAS, the City is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 3, 2009, election of the City (the “Election”); and

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

NOW, THEREFORE, the County and the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - a. Procure, provide and distribute all necessary election supplies, including:
 - 1) Ballots (preparation and distribution only);
 - 2) Election kits; and
 - 3) Ballot boxes and voting booths provided free of charge by the County.
 - b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

- c. Serve as the Early Voting Clerk.
 - d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the training.
 - e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the City.
 - f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.
 - g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the City.
 - h. Preparation, distribution, and publication of all notices and newspaper advertisements.
 - i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.
 - j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.
 - k. Notify the election presiding and alternate judges of their appointment by the City for each election precinct.
2. The City shall be responsible for performing the following duties and shall furnish the following services:
- a. Payment of all necessary election supplies as required by the County, including but not limited to ballots and election kits.
 - b. Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the City shall pay the election workers at \$9.00 per hour for Election Judge, \$8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and \$8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the City.
 - c. Reimburse the County for liability insurance coverage for election workers employed for the Elections. The City shall reimburse the County upon invoicing for the liability insurance coverage rate.
 - d. Tabulating of the Election results for canvassing by the City's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.
4. The County Election Administrator shall be the agent of the City for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties.
5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.
6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the City no later than ten (10) days after the Elections.
7. The City shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the City to the County thirty (30) days after the Elections. (The City agrees to provide the County with copies of all bills that the City paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."
8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the _____ day of _____, 2009.

ELECTIONS ADMINISTRATOR

CITY OF PALMHURST
LEASING ENTITY

BY: _____
Yvonne Ramón

BY: Ramiro J. Rodriguez Jr.

PRINT: Mr. Ramiro J. Rodriguez, Jr.

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

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

ATTEST

BY: Celina Perez

PRINT: Celina Perez

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN



AI-17489
2010 Continuation Application
CC REGULAR

18.A.

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval to Submit the 2010 Continuation Application to the Department of Health and Human Services Administration for Children and Families (ACF)

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

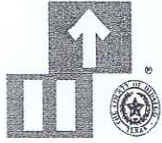
Attachments

Link: [2010 Continuation Application](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:01 PM	APRV
2	Roland Garcia	Rolando Garcia	09/16/2009 04:16 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:32 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:11 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/15/2009 09:03 AM
Final Approval Date: 09/18/2009



Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 16, 2009

SUBJECT: Discussion/Approval to Submit the 2010 Continuation Application to the Department of Health and Human Services Administration for Children and Families (ACF)

RATIONALE/NEED: Every year we must submit an application for funding continuation as per Head Start Regulations.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Budget Summary and Comparison

INITIATED BY: Edmundo Garcia, Assistant Program Director 

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: 



Hidalgo County Head Start

MEMORANDUM

"Children first..."

Date: September 22, 2009

To: Hidalgo County Policy Council

From: Teresa Flores, Executive Director *Teresa Flores*

Subject: 2010 Budget

The Hidalgo County Head Start Program Budget for fiscal year 2010 is attached for your review, consideration and approval.

The Hidalgo County Head Start Program will submit a Continuation Funding Application for FY2010 to the Department of Health and Human Services in the amount of **\$23,951,246.**

This application reflects the input and collaboration among all Head Start department heads as well as the combined efforts of the Policy Council parents and community representatives. This budget proposal is a plan to maximize the Federal grant award with our local resources by utilizing a streamlined organizational structure to deliver quality services.

This budget reflects a major reallocation in costs from fringe benefits to other line items, as a result of the County's decision to utilize the Workers Compensation fund balance to pay for premiums in fiscal year 2010. In addition, as part of their recommendation we also reduced medical insurance premiums for 2010 by 30%.

The major line item changes as a result of this windfall are mostly reflected in the following categories.

- **Equipment**, to replace older units with 200,000 miles or more.
- **Classroom Supplies**, to purchase much needed classroom supplies and materials.
- **Playground Equipment**, to replace old worn out playground items, where safety is a priority.
- **Operational Supplies**, to purchase computers for the classrooms and administration.
- **Telephone Expense**, to replace an existing analog system that is at capacity and unable to accept additional phone lines, with a new digital system.

Changes in all line items are reflected in the attached budget worksheet for review and discussion.

**Hidalgo County Head Start Program
Budget 2010**

Description	Budget2009	Budget 2010	Difference	Comments/Notes
Salaries/Fringes				
Salaries	15,045,945.65	15,632,552.45	586,606.80	Cost of living Increase.
Fringes/Pension Adm Costs	5,546,976.20	4,475,991.18	(1,070,985.02)	No Work Comp. costs & health ins. 30% less
Total Salaries/Fringes	20,592,921.85	20,108,543.63	(484,378.22)	
Out of Town Travel	10,000.00	10,000.00	0.00	
Equipment	12,000.00	90,000.00	78,000.00	Units #39,44,54,49 replacements
Supplies				
Office	102,587.60	102,587.60	0.00	
Postage	6,500.00	6,500.00	0.00	
Classroom/Consum	176,000.00	300,000.00	124,000.00	Replenishing classroom supplies
Classroom/Non Con	148,532.60	457,401.77	308,869.17	Replacement/broken classroom/playground items
Maintenance	215,000.00	215,000.00	0.00	
Janitorial	100,000.00	100,000.00	0.00	
Medical	20,500.00	20,500.00	0.00	
Playground	900.00	-	(900.00)	One-Time funds will be utilized
Operational	91,070.00	168,000.00	76,930.00	Additional computers for centers.
Total Supplies	861,090.20	1,369,989.37	508,899.17	
Other				
Center Space	155,000.00	155,000.00	0.00	
Telephone	158,400.00	322,900.00	164,500.00	New phone system
Utilities	361,362.65	673,000.00	311,637.35	Realigned expenditures with actual costs
Local Travel	77,999.30	102,000.00	24,000.70	Increased monitoring activities
Renovations	0.00	0.00	0.00	
Audit	35,000.00	32,000.00	(3,000.00)	More efficient audit process
Dental Serv	20,000.00	24,500.00	4,500.00	Higher demand for dental services
Disability Serv	13,000.00	13,000.00	0.00	
Mental Health	33,000.00	33,000.00	0.00	
Medical Serv	10,000.00	10,000.00	0.00	
Printing- Admin	9,700.00	9,700.00	0.00	
Printing Center	28,000.00	32,300.00	4,300.00	Increased recruiting activities
Subscriptions	300.00	-	(300.00)	
Insurance	161,500.00	142,000.00	(19,500.00)	Realigned expenditures with actual costs
Vehicle Maintenance	95,000.00	150,000.00	55,000.00	Vehicle repairs and costs rise due to older fleet.
Fuel	139,000.00	173,000.00	34,000.00	Diesel & gas prices increase/older fleet
Equip. Repair-Admin	5,000.00	10,000.00	5,000.00	Increased demands on A/C repairs
Equip. Repair-Center	37,000.00	48,000.00	11,000.00	Increased demands on A/C repairs
Equip. Rental	6,900.00	12,900.00	6,000.00	Increase in equipment rental
Parent Involvement	30,000.00	30,000.00	0.00	
Babysitting Reimb	2,880.00	2,880.00	0.00	
CDA/ T.T.A.	247,353.00	269,033.00	21,680.00	Additional funding by HHS
Legal Fees	57,500.00	57,500.00	0.00	
Advertising	1,500.00	5,000.00	3,500.00	More aggressive recruitment campaign
AA Program	65,000.00	65,000.00	0.00	
Total Other Expend.	1,750,394.95	2,372,713.00	622,318.05	
Total Oper. Budget	\$2,633,485.15	\$3,842,702.37	1,209,217.22	
Total Budget	23,226,407.00	23,951,246.00	724,839.00	

Hidalgo County Head Start

2010 Budget Line Item Description

Expense Category

Description

Salaries

Increased by \$586,606.80.

The 2010 budget has been increased by the Cost Of Living Adjustment (COLA) awarded by the Department of Health and Human Services. This line item includes all salaries for Head Start employees and seventy five (75%) of the salaries for custodians. Salaries for all Nutrition personnel plus 25% of salaries for custodian staff is reflected in the budget of the Nutrition Program (Fund29) and are reimbursable by the Texas Department of Agriculture.

Fringe Benefits

Decrease by \$1,070,985.02.

This expense item has been decreased due to the decision by the County to utilize the Workers Compensation fund balance to pay for premiums in 2010. In addition, the County has also informed us that, for 2010, the premiums for medical insurance have been reduced by 30%.

This line item includes all benefits for Head Start employees and seventy five (75%) of the benefits for custodians. Benefit costs for all Nutrition personnel plus 25% of costs for custodian staff, is reflected in the budget of the Nutrition Program (Fund29) and are reimbursable by the Texas Department of Agriculture.

This line item represents the costs of benefits for: Health insurance, life insurance, Medicare, pension, workers compensation, unemployment and FICA.

Out of Town Travel

No Change

The Department of Health and Human Services has recommended that staff attend national and regional conferences on an annual basis. These funds are utilized along with our other travel and training line items to provide adequate opportunities for training at national and local levels.

Equipment

Increased by \$78,000

This increase represents the replacement of vehicles as part of our long range plans to replace our older fleet of vehicles, we are replacing the following:

Unit No.	Make/Model	Mileage	Replacement Cost
39 **	1995 Chevy Suburban	\$270,577	\$20,000
44	1995 Chevy Cargo Van	\$164,955	\$22,000
54	1997GMC Pickup	\$261,000	\$22,000
49	1995 GMC 4X4 Truck	\$160,550	\$26,000
			\$90,000

** Replaced with a small passenger van

Hidalgo County Head Start

2010 Budget Line Item Description

<u>Expense Category</u>	<u>Description</u>
Office Supplies	No Change General office items and also includes fingerprinting for employees.
Classroom Supplies	Consumables- Increased \$124,000 Consumables are classroom supplies that will be used within one program year. This cost includes instructional supplies to support the use of the adopted curriculum for all areas as well as supplies for the assessment instruments. It also includes software to supplement curriculum and instruction and regular items such as paper, folders, pencils, staples, etc.
Classroom Supplies	Non-Consumable-Increased by \$308,869.17 These are supplies that will be used for more than one year: Furniture laminating machines, bookcases, cd players, etc. This investment in the classroom is possible due to the one-time savings in workers compensation and health care premiums. This will help us replace old and damaged items in the classrooms.
Maintenance Supplies	No Change These supplies are necessary to maintain facilities in the best condition possible.
Janitorial Supplies	No Change These are supplies distributed to all centers for janitorial and sanitary purposes.
Medical Supplies	No Change These are supplies of a medical nature to assist families with their basic needs. It may include minor medical items to conduct hearing and other tests.
Playground Supplies	No Change This category captures the expenses related to the playgrounds. The program will replace and upgrade some playground items that are outdated with One-Time funds.
Operational Supplies	Increased by \$76,930 This increase represents the purchase of fifty (50) computers to replace older models in the classroom and administration offices. Supplies in this category are mainly for items that will be utilized within the operation, primarily for the Management Information System Dept. (MIS). This would include network connections for additional centers, software technical renewals services, printer toners, computer items, etc.
Center Space	No Change. Rent expenditures for land and buildings

Hidalgo County Head Start

2010 Budget Line Item Description

Expense Category

Description

Telephone

Increased by \$164,500

The slight increase will allow us to make a one-time investment in hardware in order to replace the existing analog telephone system with a new digital system. In addition, it will make it possible to connect existing centers to our computer network that are currently not able to access our network. Total funds allocated to this line item are as follow:

Six months of current expenditures	\$106,000
Initial Hardware investment	\$120,900
Six months of expenses for the new installation	\$ 96,000
Total	\$322,900

This investment will yield savings as follows:

Existing recurring annual cost	\$212,895
New estimated recurring annual cost	\$192,000
Annual Savings	\$ 20,895

Utilities

Increased by \$311,637.35

The increase represents a realignment of budgeted expenses compared to actual expenses. This category is usually under budgeted due to our limited funding. It becomes fully funded prior to the end of the fiscal year with monies that are underutilized in the salary category. The Program captures all utilities in this account.

Local Travel

Increased by \$24,000

The increase represents a more intensive monitoring process to visit all of the centers by teams. It also reflects a minor increase in gasoline prices and mileage reimbursement rate. This account records all expenditures for mileage reimbursement for staff.

Audit

No Change

This represents the cost of annual audits conducted by an external CPA firm in order to ensure compliance with local, state and federal regulations.

Dental services

Increased by \$4,500

The increase reflects the lack of dentists participating as providers in our Program as well as the increase in the demand for dental services from our families. Unlike medical services, dental services for 3 and 4 year olds require the services of an anesthesiologist making it more expensive. Head Start exhausts all other available community resources before using Head Start funds to pay for services of this kind.

Hidalgo County Head Start

2010 Budget Line Item Description

<u>Expense Category</u>	<u>Description</u>
Disability Services	No Change The Program captures all expenses related to special children for special learning equipment or assessment services when needed. Head Start exhausts all other available community resources before using Head Start funds to pay for services of this kind.
Mental Health Services	No Change This line item is used to record expenses relating to mental health assessments, classroom observations and any outside referrals that become necessary. Head Start exhausts all other available community resources before using Head Start funds to pay for services of this kind.
Medical Services	No Change The Program captures all costs related to medical expenditures in this category. Each child must be assigned a medical home within forty five (45) days of entering the Head Start Program. Head Start exhausts all other available community resources before using Head Start funds to pay for services of this kind.
Printing Admin.	No Change Printing expenses for all Administrative departments.
Printing Centers	Increase by \$4,000 This increase represents a commitment to a more aggressive recruiting campaign as we begin to compete with other providers in the area. This represents forms, flyers and posters expenditures for all centers.
Insurance	Reduced by \$19,500 The decrease is mainly due to an overestimation on rates for last year. This category records insurance expenses for general liability insurance for properties as well as for accident insurance for our children.
Vehicle maintenance	Increased By \$55,000 This increase is attributable to slightly higher than expected expenditures in 2008 and the estimated costs relating to an aging fleet. All expenses related to vehicle repairs for buses and maintenance vehicles are accounted for in this category.

Hidalgo County Head Start

2010 Budget Line Item Description

<u>Expense Category</u>	<u>Description</u>
Fuel	Increased By \$34,000 This increase reflects the performance of an aging fleet of less efficient vehicles. The Program tracks all expenditures for diesel and gasoline through this line item.
Equipment Repair	Administration- Increased by \$5,000 Increase in due to excessive air conditioning repairs. This line item also includes repairs for copiers and risograph machines.
Equipment Repairs	Centers- Increased by \$11,000 This increase reflects the anticipated repairs of air conditioning systems for all the centers based on 2008 year end actual expenditures. Aging facilities are subject to more frequent breakdowns.
Equipment Rental	Increased by \$6,000 Increase due to newer more efficient copiers and risograph machines.
Parent Involvement	No Change This line item is used to record expenses related to parent activities like the Policy Council Governance Training, Volunteer Training, and Center Elections, etc.
Babysitting Services	No Change In this category the program reimburses expenses for babysitting services to members of the Policy Council that are required to attend the Policy Council Meetings.
Legal Fees	No Change The expenses in this account are for legal services, review of contracts, attendance by counsel to Policy Council meetings, legal consultation on personnel issues, real estate issues, etc.
Advertising/Advocacy	Increased by \$3,500 More aggressive promotion of Head Start Services is reflected in the slight increase in this account. This will include newspaper advertising, flyers, radio and television public announcements.
AA Program	No Change These include expenses for personnel to continue their education; specifically for teachers to acquire early childhood education degrees.

Hidalgo County Head Start Program

Actual Budgeted Positions

Department	2004	2005	2006	2007	2008	2009	2010
Administration	8	8	8	8	7	8	8
Finance	8	8	7	7	7	7	7
MIS	8	7	5	5	5	4	4
Personnel	5	5	5	5	5	5	5
Procurement	4	4	4	4	4	4	4
Public Relations	1	1	1	1	1	1	1
Risk Management	2	2	2	1	1	1	2
Education	527	582	582	566	568	568	568
Staff Development	3	3	3	3	2	2	2
Health	25	5	5	5	5	5	5
Disability	36	26	24	21	21	21	21
Mental Health	5	3	3	2	2	2	2
Field Operations	158	156	150	147	144	142	142
Family Services	30	5	5	4	4	5	5
Transition Literacy	14	2	2	2	2	2	2
Total # of Positions	834	817	806	781	778	777	778

Texas Department of Agriculture (TDA)

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Head Cook	3	3	3	2	2	2	2
Assistant Cook	5	5	4	4	4	2	2
Driver	10	10	10	8	7	7	7
Kitchen Helper	21	21	19	15	13	13	10
Food Coordinator	6	2	2	2	2	2	2
Clerk	2	2	1	1	1	1	1
Secretary	0	0	1	1	1	1	1
Director	1	1	1	1	1	1	1
Total # of Positions	48	44	41	34	31	29	26
% of Custodian Sal/Fr				7%	14%	20%	25%

AI-17499

18.B.

Advertise for Sealed Bids

CC REGULAR

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval to Advertise for Sealed Bids and Approval of Draft Specificatons for the Repairs to Head Start Administration Building an the Following Head Start Centers: Alton, Donna I, Las Milpas I, Pharr, Palmview I, Palmview II, San Juan I, San Juan II, Western Road

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

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

No Fiscal Impact.

* Total may not exceed \$250,000.00

**Funds are being made available by the US Dept. of Health and Human Services as a One Time Supplement.

Attachments

Link: [Sealed Bids](#)

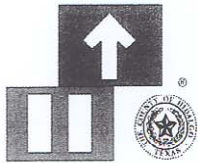
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:25 PM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 02:02 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:58 PM	APRV
4	Dina Trevino	Dina Trevino	09/18/2009 04:51 PM	APRV
5	Purchasing Department	Marty Salazar	09/18/2009 02:52 PM	NEW

Form Started By: Linda Galaviz

Started On: 09/15/2009 09:43 AM

Final Approval Date: 09/18/2009



Hidalgo County Head Start Program Policy Council Agenda

DATE: September 16, 2009

SUBJECT: Discussion/Approval to Advertise for Sealed Bids and Approval of Draft Specifications For The Repairs To The Head Start Administration Building And The Following Head Start Centers; Alton, Donna I, Las Milpas I, Pharr, Palmview I, Palmview II, San Juan I, San Juan II, and Western Road.

RATIONALE/NEED: Facilities are in need of repairs for the purpose of maintaining a safe learning environment for the Head Start children and families. Funds for this project are awarded by The U.S. Department of Health & Human Services as a One Time Supplement and The American Re-Investment Recovery Act (ARRA).

RECOMMENDATION: Administration Recommends Approval

COST: Not To Exceed \$250,000.00

RELATED INFORMATION INCLUDED: Specifications

INITIATED BY: Ambrosio Tovar, Procurement Director *BT*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *EG*

PROGRAM DIRECTOR'S APPROVAL: *Jeresa Flores*

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:

It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:

The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: Contractors will suggest any other necessary work required to complete replacement of roof.

I. I. - **Scope of Services Roofing Repair:** Scope of Repairs include, but may not be limited to the following:

- Remove Existing Shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective / rotten roof plywood
- Remove defective edge flashing
- Replace defective / rotten roof plywood
- Replace defective valley flashing
- Replace defective pipe flashing
- Install new 30 weight roofing felt
- Install new edge flashing, if needed
- Install new 20 year composition shingles
- Remove debris daily from premises

SPECIFICATIONS – GENERAL: Contractors will suggest any other necessary work required to complete replacement of siding.

I. **II. - Scope of Services Siding Repair:** Scope of Repairs include, but may not be limited to the following:

- Remove exterior siding and applicable moldings.
- Remove insulation where necessary
- Remove defective studs and moldings
- Install new insulation where applicable with comparable rating
- Install new Y-111-4" inch spacing and necessary "Z" bar
- Replace defective / rotten studs and moldings where applicable
- Prime new plywood siding and exterior moldings
- Paint new plywood with premium exterior latex paint to match existing color
- Remove debris daily from premises

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

**Exemption from Competitive Bidding
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024(a)(4) A Professional Service/Architectural Services;
2. Presentation of the Scoring Grid of at Least Three (3) Architectural Firms from the County's Approved "Pool" as Graded and Evaluated for the Purposes of Ranking by Commissioners' Court in Connection with Hidalgo County Head Start Program for the Construction of Three (3) Two-Classroom Facilities;
 - a. _____; b. _____; c. _____;
3. Authority for Head Start Program to Negotiate a Professional Architectural Service Contract with the No. 1 Ranked Firm of _____ for the Construction of Three (3) Two-Classroom Facilities .

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No Fiscal Impact.

* Funding from US Dept. of Health and Human Services under the American Recovery Act (ARRA) in the amount of \$529,088.00

** Construction of (3) classrooms required by expansion grant.

Attachments

Link: [Exemption from Competitive Bidding](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	09/15/2009 03:26 PM	APRV
2		Roland Garcia	Rolando Garcia	09/18/2009 09:15 AM	APRV

3 Auditor's Office Linda Fong 09/18/2009 01:36 PM APRV

4 Purchasing Department Marty Salazar 09/18/2009 03:07 PM APRV

Form Started By: Linda Galaviz

Started On: 09/15/2009 09:47
AM

Final Approval Date: 09/18/2009

**Exemption from Competitive Bidding
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024(a)(4) A Professional Service/Architectural Services;
2. Presentation of the Scoring Grid of at Least Three (3) Architectural Firms from the County's Approved "Pool" as Graded and Evaluated for the Purposes of Ranking by Commissioners' Court in Connection with Hidalgo County Head Start Program for the Construction of Three (3) Two-Classroom Facilities;
 - a. _____; b. _____; c. _____;
3. Authority for Head Start Program to Negotiate a Professional Architectural Service Contract with the No. 1 Ranked Firm of _____ for the Construction of Three (3) Two-Classroom Facilities .

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No Fiscal Impact.

* Funding from US Dept. of Health and Human Services under the American Recovery Act (ARRA) in the amount of \$529,088.00

** Construction of (3) classrooms required by expansion grant.

Attachments

Link: [Exemption from Competitive Bidding](#)

Form Routing/Status

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3 Auditor's Office Linda Fong 09/18/2009 01:36 PM APRV

4 Purchasing Department Marty Salazar 09/18/2009 03:07 PM APRV

Form Started By: Linda Galaviz

Started On: 09/15/2009 09:47
AM

Final Approval Date: 09/18/2009

AI-17496

18.D.

**Purchase Six (6) School Buses using (TPASS)
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval to Purchase Six (6) School Buses through the Hidalgo County's Membership/Participation with: CO-OP Purchasing Program /Texas Comptroller of Public Accounts/TPASS to solicit proposals through the open market process/option within a budget of \$414,000.00.

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

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

No Fiscal Impact.

* TPASS will solicit proposals and once collected will submit a recommendation to Headstart for consideration.

Attachments

Link: [Purchase School Buses](#)

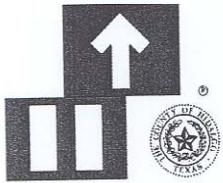
Link: [Specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:22 PM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 01:47 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:37 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:03 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/15/2009 09:29 AM

Final Approval Date: 09/18/2009



Hidalgo County Head Start Program Policy Council Agenda Request

DATE: September 16, 2009

SUBJECT: Discussion/Approval to Purchase Six (6) School Buses Through the Hidalgo County's Membership/Participation With the Texas Procurement and Support Commission (TPASS) not to exceed \$414,000.00

RATIONALE/NEED: Additional buses needed to serve children in needed area.

RECOMMENDATION: Administration recommends approval.

COST: \$414,000.00

RELATED INFORMATION INCLUDED: MEMO

INITIATED BY: Ambrosio Tovar, Procurement Director *ct*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *EG*

PROGRAM DIRECTOR'S APPROVAL: *Jeres Flores*



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540-0117 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Director

From: Ambrosio Tovar, Procurement Director *At*

Date: September 11, 2009

Sub: School Bus Order – Texas Procurement and Support Service

We would like to request for approval to use the Hidalgo County's membership/participation with the Texas Procurement and Support Services (TPASS) for their assistance to purchase six (6) school buses.

Once approved, we will submit a request for six school buses to the Texas Procurement and Support Services. This state agency will solicit proposals and upon collection of all proposals, they will submit a recommendation to us for consideration.

Thank you.

PREPARING THE 2008 SCHOOL BUS REQUISITION:

Discard all previous editions of this form.

Use only this form to order school buses.

PURCHASE REQUISITION FORM, PAGE 4:

QUANTITY AND SIZE: Specify capacity and the type (e.g., A, C, D) of bus being ordered. If a Type D (Transit) bus is being requested, please indicate engine placement in Option 70-Front or Option 71-Rear.

BUS SIZE- The bus sizes are designated in terms of passenger capacity excluding the driver for regular seating. Capacity is based upon National Height and Weight Percentile Averages as specified in Federal Highway Safety Program Guideline No. 17. The passenger capacity for the bus ordered is determined for all regular seats. The Federal Motor Vehicle Safety Standard formula for seat widths to seating positions is:

37.44" to 52.4" = 3 seating positions

22.44" to 37.4" = 2 seating positions

7.56" to 22.4" = 1 seat position

Specially equipped buses may reduce seating capacity. In determining seating capacity, each wheelchair secured location and/or lift shall be counted as four designated seating positions.

REDUCED PASSENGER CAPACITY:

The thirteen-inch (13") figure must be considered when ordering school buses since passenger capacity may be reduced when junior high, high school, or adult passengers are primary passengers. As an example, for larger students in which only two (2) students can be accommodated per seat, then a 71-passenger school bus may only seat about forty-seven (47) students. Other capacity buses will like wise seat fewer than the stated capacity. If there is a question about seating capacity in regular or wheelchair-equipped school buses, please consult with school bus body vendors or manufacturers before ordering.

AUTOMATIC TRANSMISSION IS STANDARD: A manual transmission may be ordered as option number 23.

SECTIONS II AND III, PAGES 5-14, OPTIONS:

For convenience, the most frequently ordered options are described in Section II, Standard Bus Options (Pages 5-13). For the size bus being ordered, select the desired option(s) from the list of options on the requisition by marking the option number with the check box.

Options not listed on the requisition may be ordered by writing the description as a separate line item on the requisition in *Section III Non-standard Options* (Page 14)

The addition of an OPTION to the vehicle is permitted as long it does not violate state and federal regulations.

SUBMIT ONLY THE SCHOOL BUS PURCHASE REQUISITION FORM WITH STANDARD AND NON-STANDARD OPTION ATTACHMENTS (Pages 5 thru 14)

MAILING ADDRESS and FAX NUMBER:

CO-OP Purchasing Program
Texas Comptroller of Public Accounts
ATTN: Texas Procurement and Support Services
P.O. Box 13186
Austin, Texas 78711
For further information, call (512) 475-2351
Forms may be faxed to: (800) 472-5463
(512) 936-2667

FREQUENTLY REQUESTED INFORMATION:

PRE-BID DIAGRAM:

Purchaser can request from vendors a pre-bid diagram for up coming bid. When requested in the Invitation for Bid, the vendor shall submit a copy of the final seating diagram.

FACTORY ORDER:

When requested in the Invitation for Bid, the vendor shall submit a copy of the order sent to the factory.

BID REVIEW and PRICE PROTECTION:

The bids are advertised for 21 days and bids received are generally referred to school districts within 3-5 business days of bid opening. School districts have the right to examine bids received prior to award in order to determine funds availability. School districts shall indicate in the appropriate section on the requisition (page 4) their desire to initiate this review.

Vendors are required to provide price protection for sixty (60) days from the bid opening.

After this review, school districts must notify the CPA of their desire to award to the lowest bidder meeting specifications before the sixty (60) day price protection time constraint expires.

BID AWARDS:

The CPA reserves the right to accept or reject any and all bids, in whole or in part, and to waive all technicalities when these actions are determined by the CPA to be in the best interest of the State of Texas.

SCHOOL DISTRICT INVOICES:

The vendor shall submit the invoice to the school district at the address shown on the purchase order. The invoice must certify that the buses delivered meet or exceed the requirements and conditions of the 2008 Texas School Bus Specifications.

TEMPORARY LICENSE TAGS AND EXEMPT LICENSE PLATES:

The following forms are required to obtain exempt license plates at the address shown:

- Form 130 U, "Application for Title."
- Form 62A, "Application for Exempt Plates."
- MSO (Manufacturer's Statement of Origin) or Title.

Exempt license plates must be obtained from Texas Department of Transportation:

Division of Motor Vehicles
ATTN.: Special Plates Section
P.O. Box 26480
Chimney Corners Station
Austin, Texas 78755-0480
Phone No.: 512-374-5010

PAYMENTS, DISPUTED:

If the school district believes that there is an error in an invoice submitted for payment, the school district shall notify the vendor who submitted the invoice of the alleged error not later than the twenty-first (21st) day after the date on which the invoice is received. A copy of the notice to the vendor shall be forwarded to, Texas Comptroller of Public Accounts, Attn: Texas Procurement and Support Services.

SCHOOL BUS PURCHASER PRE-SERVICE CHECKLIST:

This checklist can be downloaded for use and documentation of a new bus before it is put into service. An extensive specification checklist is included in Section G of the 2008 Texas School Bus Specifications for verification that your new purchases meet specifications.

VENDOR PERFORMANCE TRACKING:

School Districts who wish to report good or poor performances from vendors are invited to document this performance in the CPA Vendor Performance Tracking System. To obtain information about this system, logon to the TPASS website at:

http://www.cpa.state.tx.us/procurement/prog/vendor_performance/



**SCHOOL BUS PURCHASE REQUISITION - 2008
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

Fax To: 800-472-5463 or 512-936-2667

NOTE: To complete form, use "tab" key to scroll through form and use "mouse" to mark ("X") the "check boxes".

The Local Government, listed below, hereby requests that the Texas Comptroller of Public Accounts purchase the items specified under provisions of Texas Education Code, Section 34.001 and Local Government Code - V.T.C.S., Sections 271.081-.083 and accepts sole responsibility for payment to the vendor, and will make payment directly to the vendor in accordance with provisions of the purchase order. It is understood that the state shall incur no financial responsibility in connection with this purchase.

REQUISITION NO.			
Format Ex: A1111-8-12345	CO-OP Agency #	FY	Ref/Order # (Up to 5 Digits)
School District Name/Invoice Address	Address Code	Contact Information for person regarding this requisition:	
		Name:	
		Title:	
		Phone:	
		Fax:	
		E-Mail:	
		Accounts Payable Contact Information:	
Ship To Address (If Different from Above)	Address Code	Name:	
		Title:	
		Phone:	
		Fax:	
		E-Mail:	

SECTION 1 – BUS REQUIREMENTS

QUANTITY:		TYPE:	A	<input type="checkbox"/>	VAN CONVERSION/OR CUT AWAY FRONT
PASSENGER SIZE:			C	<input type="checkbox"/>	CONVENTIONAL
ESTIMATED TOTAL:	\$		D	<input type="checkbox"/>	TRANSIT STYLE

NOTE: THE SIGNATURE OF THE SUPERINTENDENT IS REQUIRED FOR CERTIFICATION THAT FUNDS ARE AVAILABLE FOR THIS PURCHASE AND TO PROCESS THIS REQUISITION.

SIGNATURE OF SUPERINTENDENT	
TYPED NAME OF SUPERINTENDENT	
DATE	
PHONE:	

School District request to review the bids received prior to award in order to determine funds availability.

YES **NO**

Note: Request for bid review may delay delivery up to 30 Days

**SECTION II - STANDARD BUS OPTIONS:
CHECK ALL STANDARD OPTIONS TO BE INCLUDED**

FOR DETAILED INFORMATION ON THE OPTIONS REFER TO SECTION F OF THE 2007 SCHOOL BUS SPECIFICATIONS LOCATED ON THE TEXAS DEPARTMENT OF PUBLIC SAFETY WEBSITE.

TXDPS Website Link: <http://www.txdps.state.tx.us/>

2008 School Bus Specification Link: <http://www.txdps.state.tx.us/schoolbus/sbtexspecs.htm>

OPTIO N NO.	DESCRIPTION					
1.	<input type="checkbox"/> ALTERNATIVE FUEL ENGINES – OEM SUPPLIED					
	SELECT TYPES					
	<input type="checkbox"/>	Compressed Natural Gas (CNG)	<input type="checkbox"/>	Mono	<input type="checkbox"/>	Bi-Fuel
	<input type="checkbox"/>	Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	Mono	<input type="checkbox"/>	Bi-Fuel
<p>Compressed Natural Gas (CNG): The engine shall be capable of operating on compressed natural gas, as defined herein, in a mono- or bi-fuel mode, as specified in the Invitation for Bid. The engine, fuel system, and all components shall meet all applicable FMVSS requirements. The fuel tank (s) shall be constructed of appropriate material for a fuel storage system for compressed natural gas and be enclosed in a cage meeting the same requirements as required for traditional fuels. (Internal check valves may be furnished in lieu of cages.) Minimum mileage range shall be seventy-five (75) miles or as specified in the Invitation for bid.</p>						
<p>Liquefied Petroleum Gas (LPG): Liquefied Petroleum Gas (LPG): The engine shall be capable of operating on liquefied petroleum gas, as defined herein. The engine, fuel system, and all components shall meet all applicable FMVSS requirements. The fuel tank(s) shall be constructed of appropriate material for a fuel storage system for liquefied petroleum gas. Minimum mileage range shall be seventy-five (75) miles or as specified in the Invitation for bid.</p>						
<p>The power units (engines) furnished for the respective size and style bus shall be operable on alternative fuels, as determined by the Texas Commission on Environmental Quality (TCEQ). The power unit shall be the chassis manufacturer's standard or optional engine for the vehicle type, which meets or exceeds the power requirements specified herein, at the engine manufacturer's rated operating speed. The engine may be of a standard production design or retrofitted for alternative fuels only by the engine Original Equipment Manufacturer (OEM) or any duly certified and/or approved manufacturer designated by the OEM, and certified/ licensed by the Texas Railroad Commission (RRC), as applicable. The engine shall be of such design and construction that it will give an even flow of power at all engine speeds without undue vibration, strain, or overheating of engine components. The fuel system shall meet all applicable FMVSS and The Railroad Commission of Texas certification and/or licensing requirements. These vehicles shall be fully operational at delivery to the district without any additional modification or adjustments. Alternatively fueled engines shall be OEM warranted for a period of not less than five (5) years/fifty-thousand (50,000) miles, and shall include all engine and emission parts and fuel system components. The engine manufacturer or approved designate, may upgrade engines in the field to improve durability, reliability, or emissions with the approval of the ordering agency.</p>						
2.	<input type="checkbox"/> ALTERNATOR – Increased capacity of alternator to a minimum of:					
Choose Alternator Size		<input type="checkbox"/> 200 Amps	<input type="checkbox"/> 270 Amps			
3.	<input type="checkbox"/> BRAKES, AIR					
4.	<input type="checkbox"/> CHASSIS, LONG WHEELBASE - For only 35 and 71 passenger buses Requires minimum 274" wheelbase for 71-passenger conventional bus only; or 167" wheelbase for 35-passenger bus only.					

5.	<input type="checkbox"/>	CRUISE CONTROL Chassis manufacturer's standard automatic speed maintenance control system with resume speed feature.		
6.	<input type="checkbox"/>	DIFFERENTIAL, NO SPIN A locking type no-spin rear differential. This differential shall be fully automatic in operation. Selection switches are not allowed.		
7.	<input type="checkbox"/>	ENGINE, DIESEL – Indicate Minimum Horsepower Required		
8.	<input type="checkbox"/>	ENGINE, GASOLINE – Indicate Minimum Horsepower Required		
9.	<input type="checkbox"/>	FUEL TANK , Manufacturer's largest capacity. (Bidder to state size in gallons) _____		
10.	<input type="checkbox"/>	HOOD – Non Reflective Paint – Choose Color: Not available on type D bus	<input type="checkbox"/> A. YELLOW	<input type="checkbox"/> B. BLACK
11.	<input type="checkbox"/>	HUB ODOMETER – Chassis shall be equipped with one (1) hub odometer with standard mounting bracket, which shall be calibrated in miles and installed by the manufacturer. Indicate mounting preference:		
		<input type="checkbox"/> A. Left Rear Wheel -Driver's Side	<input type="checkbox"/> B. Right Rear Wheel Passenger's Side	
12.	<input type="checkbox"/>	HYDRAULIC BRAKES		
13.	<input type="checkbox"/>	LOW PROFILE TIRES – Reduced tire size, which allows for lower bus height		
14.	<input type="checkbox"/>	MUD FLAPS – with brackets, mounted Rubberized mud flaps, complete with brackets, shall be installed behind each set of wheels. The mud flaps shall be comparable in size to the width of rear wheel housing and shall reach within approximately eight inches (8") off the ground when the bus is empty. They shall be mounted at a distance from the wheels that will permit free access to spring hangers for lubrication, and to prevent their being pulled off when the bus is moving in reverse. NOTE: Mud flaps may display the manufacturer's logo.		
		<input type="checkbox"/> A. Rear Mud Flaps ONLY	<input type="checkbox"/> B. BOTH Front and Rear Mud Flaps	
15.	<input type="checkbox"/>	SOUND ABATEMENT INSULATION FOR ENGINE COMPARTMENT Extra sound insulation for Type C buses (shall reduce interior noise by four (4) decibels, minimum)		
16.	<input type="checkbox"/>	SUSPENSION – IMPROVED RIDE, MECHANICAL Designed to provide an enhanced, more comfortable ride than standard suspension. Rear axle only.		
17.	<input type="checkbox"/>	SUSPENSION – IMPROVED RIDE, AIR Designed to provide an enhanced, more comfortable ride than standard suspension. Rear axle only.		
18.	<input type="checkbox"/>	TELESCOPING STEERING WHEEL Easily adjustable for different size drivers. Can be changed by driver while seated in driver's seat. NOTE: May not be available on all size buses.		
19.	<input type="checkbox"/>	TIRES, MUD AND SNOW TREAD Designed with a tread style for added traction in snow and/or mud. Rear wheels only. Not available on 14 to 30 passenger Type A chassis.		
20.	<input type="checkbox"/>	TOW HOOKS , front and/or rear Mounted tow hooks (loops are acceptable); with minimum horizontal pull capacity of 28,000 pounds. Tow eyes or hooks shall be attached so they do not project beyond the front or rear bumper. NOTE: May not be available on all size buses.		
		<input type="checkbox"/> A. FRONT ONLY	<input type="checkbox"/> B. REAR ONLY	<input type="checkbox"/> C. BOTH LOCATIONS

21.	<input type="checkbox"/>	TRANSMISSION – HEAVY DUTY, AUTOMATIC Vendor to state manufacturer’s extended mileage warranty: _____ months _____ mileage	
22.	<input type="checkbox"/>	TRANSMISSION – Heavy Duty, Automatic To upgrade from a 2500 PTS series transmission. Purchasers desiring a 3000 PTS heavy-duty transmission should seek additional information from the vendors. Bidder to state brand and torque rating: _____	
23.	<input type="checkbox"/>	TRANSMISSION – MANUAL The transmission shall be: Synchronesh type – all gears except first and reverse. The input torque capacity shall be at least equal torque developed by the engine. 35 to 90 passenger buses: transmission with five (5) forward (direct in fifth) and one (1) reverse speed. The clutch in buses equipped with manual transmissions shall have a torque capacity not less than ten percent (10%) in excess of the maximum net torque output of engine. All chassis for the 24 – 59 passenger buses with manual transmissions shall be equipped with a minimum twelve-inch (12”) diameter clutch. A starter interlock shall be installed to prevent actuation of the starter if the clutch is not depressed.	
24.	<input type="checkbox"/>	WHEEL – SPARE – NOT MOUNTED – Without carrier, tire or tube	
25.	<input type="checkbox"/>	WHEEL – SPARE – MOUNTED – With carrier but no tire For Type C & D buses ONLY; not available on Type A chassis. May not be available with extra capacity fuel tanks. Check with manufacturer for availability.	
26.	<input type="checkbox"/>	TACHOMETER – To indicate the engine’s RPM. Not available on Type A chassis.	
****BODY OPTIONS****			
27.	<input type="checkbox"/>	ACOUSTICAL CEILING PANELS – Sound reduction insulation panels for the interior roof of the bus. <input type="checkbox"/> A. FIRST TWO BODY SECTIONS <input type="checkbox"/> B. ALL BODY SECTIONS	
28.	<input type="checkbox"/>	AIR CONDITIONING Vendor to indicate make/model: _____	
29.	<input type="checkbox"/>	BATTERY COMPARTMENT – LOCKING Locking battery box having outside access. Keyed the same as any other storage compartments.	
30.	<input type="checkbox"/>	CROSSING GATE – STUDENT SAFETY CROSSING ARM The bus shall be equipped with a crossing control arm mounted on the right side of the front bumper. This arm when opened shall extend in a line parallel with the body side and positioned on a line with the right side wheels. All components of the crossing control arm and all connections shall be weatherproof. The crossing control arm shall incorporate system connectors (electrical or air) at the gate and shall be easily removable to allow for towing of the bus. The crossing control arm shall meet or exceed SAE J1133. The crossing control arm shall be constructed of non-corrosive or nonferrous material or treated in accordance with the body sheet metal specification. There shall be no sharp edges or projections that could cause hazard or injury to students. The crossing control arm shall extend approximately seventy inches (70”) (measured from the bumper at the arm assembly attachment point) when in the extended position. The crossing control arm shall extend simultaneously with the stop arm(s) by means of the stop arm controls. <input type="checkbox"/> A. Air Powered Crossing Gate <input type="checkbox"/> B. Electric Powered Crossing Gate <input type="checkbox"/> C. Electro-magnetic latch <input type="checkbox"/> D. Deployment override switch (single cycle)	

31.	<input type="checkbox"/>	COMMUNICATION DEVICE System mounted in driver's compartment for communication between driver and district's management.			
		Ordering entity must state current system for compatibility.			
32.	<input type="checkbox"/>	DEFROSTER/HEATER – Auxiliary right hand defroster/heater with a separate core			
33.	<input type="checkbox"/>	DRIVER'S SEAT WITH AIR OR HYDRAULIC SUSPENSION The air control for height adjustment shall be within easy reach of the driver in the seated position. The seat cushion shall be a minimum of nineteen & one-half inches (19 1/2") wide, shall be fully contoured for maximum comfort, and shall have a minimum of four (4) adjustment positions to allow changes in seat bottom angle. Hydraulic suspension seats may have a minimum seat cushion width of nineteen inches (19"). Backrest shall include adjustable lumbar support. The seat shall have a minimum of seven inches (7") fore and aft travel, adjustable with the driver in the seated position. This requirement applies to the seat mechanism. The seat shall have a minimum four inches (4") up and down travel. Seat back shall include adjustability of tilt angle. All adjustments shall be by fingertip controls without the use of tools. Air suspension seats shall be dampened by dual shock absorbers acting independently. Not available on Type A chassis. The seat shall comply with all applicable FMVSS standards.			
		<input type="checkbox"/>	A. AIR SUSPENSION	<input type="checkbox"/>	B. HYDRAULIC SUSPENSION
		<input type="checkbox"/>	C. INTEGRATED LAP/SHOULDER SAFETY BELT		
34.	<input type="checkbox"/>	DOOR, AIR OR ELECTRIC POWERED Manufacturer's standard powered by electricity or air that is clearly and concisely marked with operating instructions in case of power failure. The door must have a manual override to enable the door to open.			
		<input type="checkbox"/>	A. AIR (N/A for Type A)	<input type="checkbox"/>	B. ELECTRIC
35.	<input type="checkbox"/>	EMERGENCY DOOR HOLDING DEVICE A built in hinged door holding device in lieu of standard equipment.			
36.	<input type="checkbox"/>	VENTILATION FANS: Fans for left and right sides of the windshield shall be placed in a location where they can be adjusted for maximum effectiveness and where they do not obstruct vision to any mirror. NOTE: Type A buses may be equipped with one fan.			
		<input type="checkbox"/>	TOP LEFT MOUNTED	<input type="checkbox"/>	TOP CENTER MOUNTED
37.	<input type="checkbox"/>	FLAT FLOOR – Desirable and used often in conjunction with the use of wheelchairs. Where available, buses shall be equipped with an unobstructed flat floor design (i.e., no wheel wells and no step-up from the entrance area to the passenger area). Chassis manufacturer shall make provisions for "flat floor effects" and shall include as a minimum, low profile tires and modified rear suspension, etc., to permit elimination of body wheel wells without tires making contact with the underside of floor during wheel jounce conditions. (On Type D, transit style buses the Flat Floor begins after front wheel wells. Not available if engine is in the rear of the bus.)			
		Headroom requirements shall remain the same as a standard vehicle and shall accommodate either a low headroom vehicle or an optional high-headroom vehicle.			
38.	<input type="checkbox"/>	FLOORING WITH RECESSED TRACK Flooring with four recessed tracks parallel to the aisle of the bus.			
		State number of wheelchair positions and/or track-mounted passenger seating required:	Wheelchair Positions:		
			Track-Mounted Positions:		
The school district must maintain the seat spacing according to FMVSS 222.					

39.	<input type="checkbox"/>	FLOOR COVERING – SPECIFY COLOR	<input type="checkbox"/> Black	<input type="checkbox"/> Light Tan	<input type="checkbox"/> Gray
			<input type="checkbox"/> Blue	<input type="checkbox"/> Fawn	<input type="checkbox"/> Light Gray
			<input type="checkbox"/> Brown	<input type="checkbox"/> Green	<input type="checkbox"/> Charcoal
		<input type="checkbox"/> ONE PIECE FLOOR COVERING	<input type="checkbox"/> BONDED FLOOR COVERING		
40.	<input type="checkbox"/>	FLOOR COVERING – White Line – No Standing White line as part of floor covering material, which extends across aisle at entrance to passenger seating.			
41.	<input type="checkbox"/>	FLOOR INSULATION PLYWOOD The physical thickness shall be no less than 5/8". Note: 1/2" for Type A			
		<input type="checkbox"/> A. BC Grade exterior type	<input type="checkbox"/> B. Pressure Treated	<input type="checkbox"/> C. Marine Grade	
		NOTE: Marine Grade plywood should extend life of floor where moisture is a problem.			
42.	<input type="checkbox"/>	MAXIMUM HEADROOM Increased height of bus ceiling for maximum headroom for stated size of bus. (Bidder to specify in inches) _____			
43.	<input type="checkbox"/>	HEATER – REAR – Auxiliary UNDER SEAT MOUNTED with heater water circulating pump It shall be mounted near the rear of the bus and in such a manner so as not to interfere with the securing of seats to the floor. The Btu/hr. rating shall be in accordance with SBMTC Standard No. 001. Heated conduits inside the buses shall be insulated or shielded to prevent injury to the driver or passengers. The heater shall have a minimum output rating (re-circulating air rating - not fresh air intake rating) as follows: 14 to 35 passenger buses do not require a water-circulating pump 24 - 42 passenger buses: 40,000 Btu/hr. 47 and larger passenger buses: 75,000 Btu/hr.			
44.	<input type="checkbox"/>	HEATER – REAR – Auxiliary WALL MOUNTED with heater water circulating pump It shall be mounted near the rear of the bus and in such a manner so as not to interfere with the securing of seats to the floor. The Btu/hr. rating shall be in accordance with SBMTC Standard No. 001. Heated conduits inside the buses shall be insulated or shielded to prevent injury to the driver or passengers. The heater shall have a minimum output rating (re-circulating air rating - not fresh air intake rating) as follows: 14 to 35 passenger buses do not require a water-circulating pump. 24 – 42 passenger buses: 40,000 Btu/hr. 47 and larger passenger: 75,000 Btu/hr.			
45.	<input type="checkbox"/>	MAXIMUM KNEE SPACING Maximum spacing between seats as allowed by FMVSS No. 222; requires deleting one (1) row (six (6) positions) of seats, which will reduce seating capacity			
46.	<input type="checkbox"/>	ALTERNATELY FLASHING SIGNAL LAMPS High visibility, light emitting diodes (LEDs) lights in place of incandescent lights:			
		<input type="checkbox"/>	LED STROBE LOADING LIGHTS		
47.	<input type="checkbox"/>	<input type="checkbox"/> MIRRORS:	<input type="checkbox"/> ROSCO	<input type="checkbox"/> MIRROR LITE	
		Specify Model and Style: _____			
		Shall be remote control and meet the requirements of FMVSS NO. 111			
48.	<input type="checkbox"/>	MIRRORS, EXTERIOR REAR VIEW – Stainless Steel Mounting. Exterior rearview mirror mounting brackets shall meet or exceed the requirements of Section C-11 & C-12. Mirror System and the mirror mounting shall be made of stainless steel.			
49.	<input type="checkbox"/>	MIRRORS, EXTERIOR REAR VIEW – Heated Electrically heated, designed to remove snow and/or ice from mirrors.			

50.	<input type="checkbox"/>	P.A. SYSTEM/RADIO Internal public address system to be used by driver, with speaker placed for equal hearing of all passengers. No speakers in driver's compartment or minimum of six feet from driver's head. Check all items to include:														
		<table border="1"> <tr> <td><input type="checkbox"/></td> <td>A. PA System (internal)</td> <td><input type="checkbox"/></td> <td>B. PA System (internal/external)</td> <td><input type="checkbox"/></td> <td>C. AM/FM Radio</td> <td><input type="checkbox"/></td> <td>D. CD</td> <td><input type="checkbox"/></td> <td>E. Cassette</td> </tr> </table>	<input type="checkbox"/>	A. PA System (internal)	<input type="checkbox"/>	B. PA System (internal/external)	<input type="checkbox"/>	C. AM/FM Radio	<input type="checkbox"/>	D. CD	<input type="checkbox"/>	E. Cassette				
<input type="checkbox"/>	A. PA System (internal)	<input type="checkbox"/>	B. PA System (internal/external)	<input type="checkbox"/>	C. AM/FM Radio	<input type="checkbox"/>	D. CD	<input type="checkbox"/>	E. Cassette							
51.	<input type="checkbox"/>	REFLECTIVE MATERIAL FOR BUMPERS The front and/or rear bumper are marked diagonally 45 degrees down to centerline of pavement with 2" wide strips of reflective material, followed by a 2" strip of unmarked (painted black) bumper. <table border="1"> <tr> <td>Specify Reflective Material Color:</td> <td><input type="checkbox"/></td> <td>Yellow</td> <td><input type="checkbox"/></td> <td>White</td> <td><input type="checkbox"/></td> <td>Black</td> </tr> <tr> <td>Specify location:</td> <td><input type="checkbox"/></td> <td>A. FRONT BUMPER</td> <td><input type="checkbox"/></td> <td>B. REAR BUMPER</td> <td colspan="2"></td> </tr> </table>	Specify Reflective Material Color:	<input type="checkbox"/>	Yellow	<input type="checkbox"/>	White	<input type="checkbox"/>	Black	Specify location:	<input type="checkbox"/>	A. FRONT BUMPER	<input type="checkbox"/>	B. REAR BUMPER		
Specify Reflective Material Color:	<input type="checkbox"/>	Yellow	<input type="checkbox"/>	White	<input type="checkbox"/>	Black										
Specify location:	<input type="checkbox"/>	A. FRONT BUMPER	<input type="checkbox"/>	B. REAR BUMPER												
52.	<input type="checkbox"/>	ROOF-TOP WARNING LAMP The lamp shall have a single clear lens emitting light. Revolving 360° around a vertical axis. The Light source shall be a minimum of 50 candlepower and flash 80-120 times per minute. The base of the lamp shall be metal or approved equal and installed by a method, which seals out dust and moisture. A manual switch is required for operation and a pilot light to indicate when the light is in operation shall be included. Wiring shall be installed inside the bus walls. The warning light shall be permanently installed near the centerline on the school bus roof not more than 1/3 of the body length forward from the rear edge of the bus roof. It shall not extend above the roof more than approximately 6-1/2".														
53.	<input type="checkbox"/>	SEAT BACKS, INCREASED HEIGHT Seat back heights shall be increased 4" over the seat back heights required by FMVSS No. 222 and have heights of approximately 28".														
54.	<input type="checkbox"/>	SEATING LAP BELTS: Type C & D: Lap Belts are Optional (For each passenger seating position). Lap belts conforming to FMVSS No.'s 209 and 210 are provided for each passenger position. The belt assemblies shall be alternately color coded with contrasting colors. All aisle seats on the same side of the bus shall have belts with the same color. Two (2) position seats shall use 2 colors; 3 position seats may use 2 or 3 colors. Seat belts shall be provided which are adjustable to fit passenger sizes as required by FMVSS No.'s 208 and 209. Buckles shall be of the plastic covered push button design. The non-adjustable end shall be on the aisle side and may not extend more than 2" out of the bight of the seat. If possible, the design shall prevent fastening the belts across the aisle. NOTE: Installation of seating lap belts may reduce seating capacity.														
55.	<input type="checkbox"/>	SEAT: LAP BELT READY - Compliant with FMVSS 210 and no lap belts included.														
56.	<input type="checkbox"/>	<table border="1"> <tr> <td>SEAT: LAP/SHOULDER BELT</td> <td>Indicate number of seating positions</td> <td></td> </tr> </table> <p>Lap/Shoulder belts meeting FMVSS 209 & 210 may be added to any size school bus. Indicate the number of seating positions requiring lap/shoulder belts in the space above. If you specify lap/shoulder belts when ordering a Type A school bus, lap belts will be omitted. NOTE: Ordering lap/shoulder belts may reduce the seating capacity of the school bus.</p>	SEAT: LAP/SHOULDER BELT	Indicate number of seating positions												
SEAT: LAP/SHOULDER BELT	Indicate number of seating positions															
57.	<input type="checkbox"/>	SEATING, PASSENGER, WITH INTEGRATED CHILD RESTRAINT SYSTEM <table border="1"> <tr> <td>INDICATE QUANTITY OF SEATING POSITIONS</td> <td></td> </tr> </table> <p>Integral means "a built-in feature". Systems that are not built into the seat do not qualify. Seats that are 39" wide will have two (2) integrated positions. Seats that are less than 36" wide may have one (1) integrated position</p>	INDICATE QUANTITY OF SEATING POSITIONS													
INDICATE QUANTITY OF SEATING POSITIONS																
58.	<input type="checkbox"/>	SEATS, ACTIVITY STYLE Designed for extended travel usage. Two (2) seating positions per seat, contoured with additional padding.														

59.	<input type="checkbox"/>	SEAT, PASSENGER - VINYL RESIN-COATED UPHOLSTERING MATERIAL. All restraining barriers and passenger seats shall be constructed with materials that enable them to meet the criteria contained in the School Bus Seat Upholstery Fire Block Test.		
60.	<input type="checkbox"/>	SECURITY SYSTEM DOOR LOCKS		
	<input type="checkbox"/>	A. For service door and emergency exit doors, does not lock wheelchair lift door. (With ignition disconnect on emergency door).		
	<input type="checkbox"/>	B. For all bus access panels doors.		
61.	<input type="checkbox"/>	SEAT ANCHORAGES Eight (8) lower anchorages or lap belts are required on all school buses.		
		State the number of additional anchorages needed		
62.	<input type="checkbox"/>	STORAGE- UNDER BODY – Locking Luggage Compartments Under Body compartment for storage, with locking doors, <u>keyed alike</u> opening to the outside of bus. Designed to carry passenger luggage and/or equipment. NOTE: This option may not be available depending on the bus type, engine location, size and increased fuel tank size.		
63.	<input type="checkbox"/>	STORAGE – FOR DRIVERS – Locking in front header designed to hold driver’s personal possessions.		
64.	<input type="checkbox"/>	Storage – Tool Compartment A metal container shall be provided for storage of tire chains, tow chains, and such tools as may be necessary for minor emergency repairs. This storage container shall be located either inside or outside the passenger compartment and shall be equipped with a latch, <u>no lock</u> . However, if it is located inside the passenger compartment, it shall be provided with a separate cover, and shall be fastened to the floor in the right front or the right rear of the bus. A seat cushion shall not be used as this cover.		
	<input type="checkbox"/>	A. With locking door or lid.		
65.	<input type="checkbox"/>	STATE INSPECTION AND STICKER PRIOR TO DELIVERY Vendor completes all state or commercial required inspections necessary to put bus into service prior to delivery.		
	<input type="checkbox"/>	A. State Safety Inspection	<input type="checkbox"/>	B. DOT Commercial Inspection
66.	<input type="checkbox"/>	STOP ARM – HIGHER VISIBILITY		
	<input type="checkbox"/>	A. Strobe Light	<input type="checkbox"/>	B. Flash and spelling out the word "STOP"- LED lights
			<input type="checkbox"/>	C. Two (2) red LED lights flash on and off
67.	<input type="checkbox"/>	STOP ARM – REAR (DUAL) Additional stop arm with reflective material on rear side of blade. The sign shall be air or electric driven and shall be deployed and retracted automatically. It shall not contain lettering, lighting, symbols or markings on the forward side.		
	<input type="checkbox"/>	A. Two (2) red flashing Strobe Lights	<input type="checkbox"/>	B. Flash and spelling out the word "STOP." LED lights
			<input type="checkbox"/>	C. Two (2) red LED lights flash on and off
68.	<input type="checkbox"/>	STOP WARNING SIGN – LED LED sign that uses words to tell drivers behind bus that it is in the process of stopping.		
69.	<input type="checkbox"/>	TRIP RECORDER Tamper-proof electronic recording system with memory for driver and bus identification. Computerized with compatible software for down loading information. Reports daily driver start times, over speed incidents, and compiles complete vehicle information with specific route comparisons.		

70.	<input type="checkbox"/>	“TRANSIT STYLE” TYPE D BUS, ENGINE LOCATED IN THE FRONT OF THE BUS The engine is behind the windshield and, beside the driver's seat; The entrance door is ahead of the front wheels.
71.	<input type="checkbox"/>	“TRANSIT STYLE” TYPE D BUS, ENGINE LOCATED IN THE REAR OF THE BUS The engine is at the rear of the bus, behind the rear wheels; The entrance door is ahead of the front wheels.
72.	<input type="checkbox"/>	TURN SIGNAL LAMPS -SIDE MOUNTED, IN ADDITION TO STANDARD SPECS. Total of two (2) per side of bus, front and rear mounted with minimum four (4) candlepower bulbs
73.	<input type="checkbox"/>	VIDEO CAMERA WITH RECORDER Records the passenger compartment of bus with date and time notation. With a six (6)-hour minimum recording time.
		List brand & type preferred.
		<input type="checkbox"/> A. Videotape <input type="checkbox"/> B. Digital
74.	<input type="checkbox"/>	WHEELCHAIR LIFT, FOLDING PLATFORM TYPE
		Indicate quantity of wheelchair positions
		<input type="checkbox"/> A. Front curb side mounted <input type="checkbox"/> B. Middle curb side mounted <input type="checkbox"/> C. Rear curb side mounted
		Reference Specifications-Section D: Will reduce seating capacity because a wider aisle is needed. Check with manufacturer for floor plan & availability.
75.	<input type="checkbox"/>	WHEELCHAIR LIFT, OCCUPANT RESTRAINT BELT, The handrails shall be connected with an occupant restraint belt.
		<input type="checkbox"/> A. Retractable <input type="checkbox"/> B. Non-Retractable
76.	<input type="checkbox"/>	WHITE ROOF - The roof of the bus painted white.
77.	<input type="checkbox"/>	WINDOW GLASS, DARK TINT, PASSENGER SIDE WINDOWS All tinting shall meet the Texas Department of Public Safety requirements and inspection procedures, please verify regulations before completing the order.
78.	<input type="checkbox"/>	WINDOWS, PUSH-OUT, <u>ADDITIONAL</u> (FOR EMERGENCY EXITS) These are in addition to the emergency exits required in Section C, Emergency Exits.
		Indicate quantity per side.

LETTERING FOR TWO (2) SIDES OF BUS TO READ:

For CPA USE ONLY in developing Invitation for Bid

CPA Clause 438	BIDDERS MUST ITEMIZED PRICING FOR THE SPECIAL OPTIONS BELOW. THE STATE RESERVES THE RIGHT TO AWARD OR CANCEL ANY SPECIAL OPTION AND TO MAKE AWARD IN ACCORDANCE WITH SECTION 1.10 OF THE TERMS AND CONDITIONS.
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**SECTION III – NON-STANDARD OPTIONS:
LIST ANY REQUESTED ADDITIONAL OPTIONS THAT DO NOT APPEAR IN
CURRENT STATE SPECIFICATIONS**

A	
B	
C	
D	
E	
F	
G	
H	
I	

SCHOOL BUS PURCHASER PRE-SERVICE CHECKLIST

Purchasing Entity: Retain this completed form with the title to the bus

Bus Number Assigned:		Year Model:	
Passenger Capacity:		VIN Number:	
Body Manufacturer:		Body I.D. Number:	
Engine Manufacturer:		Engine Type:	
Engine Arrangement No.:		Engine Serial No.:	
Engine O.T. Number:		Chassis Number:	
Transmission Type:		Trans. Serial No.:	
Front Axle:		Tank Capacity:	
Rear Axle:		Serial Number:	
Primary Fuel Type:		Alternate Fuel Type:	
Date of Delivery:		Delivered Mileage:	

The following MUST be completed BEFORE THIS BUS IS PLACED INTO SERVICE.

A. ENGINE COMPARTMENT

- Check and top-off all fluid levels
- Check for Oil, Fuel, and Coolant leaks
- Check all belts for proper tensioning
- Check all belts for proper alignment
- Check freedom of throttle and ensure full throttle
- Check for unusual noises and/or vibrations

C. TRANSMISSION

- Check for proper operation of neutral and reverse switches
- Check and top-off all fluid levels
- Check for oil and coolant leaks
- Check hose fitting tightness
- Check for proper operation of shift system

E. STATE INSPECTION AND DRIVERS AREA

- State or DOT Inspection completed on all steering components
- License plates installed
- All lights working
- Windshield washer operating
- Windshield wipers operating
- Heaters and Defrosters working
- Seats securely bolted to the floor.
- All publications included

I. FUEL SYSTEM

- Check fuel line routing for clearance leakage, kinks and mounting tightness

J. AIR CONDITIONING (if applicable)

- Check for proper operation and refrigerant leaks

K. WHEELS AND TIRES

- Inspect tires for damage
- Check for proper inflation

B. AIR CLEANER

- Check filter element positioning and tightness
- Check cover and hold-down clamps for retention
- Check air inlet pipe for clearance/obstructions
- Tighten all air induction system clamps

D. BRAKE SYSTEM

- Check for any air leaks
- Check operation of park brake
- Check for leaks at wheels
- Check routing of airlines for clearance

F. STEERING SYSTEM

- Check hydraulic system for leaks & top-off
- Check hose routing and clearance
- Check hose ends for leaks and tightness
- Check for cotter keys installed and property spread

G. REAR AXLE

- Check and top off oil level
- Check for leaks
- Check for proper vent operation

H. CAB AREA

- Triangular warning device mounted
- First Aid Kit mounted
- Bio Hazard Kit mounted
- Fire Extinguisher mounted and charged

L. TORQUE ALL WHEEL NUTS

- Right Front
- Left Front
- Right Rear
- Left Rear

COMPLETED BY: _____ **DATE:** _____

NOTES: _____

AI-17490

18.E.

**Training and Technical Assistance Plan
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Training and Technical Assistance (T/TA) Plan

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

Attachments

Link: Training and Technical Assistance Plan

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	09/15/2009 03:13 PM	APRV
2		Roland Garcia	Rolando Garcia	09/16/2009 04:21 PM	APRV
3		Auditor's Office	Linda Fong	09/18/2009 01:37 PM	APRV
4		Purchasing Department	Marty Salazar	09/18/2009 02:11 PM	APRV

Form Started By: Linda Galaviz

Started On: 09/15/2009 09:06 AM

Final Approval Date: 09/18/2009



Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 16, 2009

SUBJECT: Discussion/Approval of Training and Technical Assistant Plan

RATIONALE/NEED: The Training and Technical Assistance Plan must be approved to comply with the Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

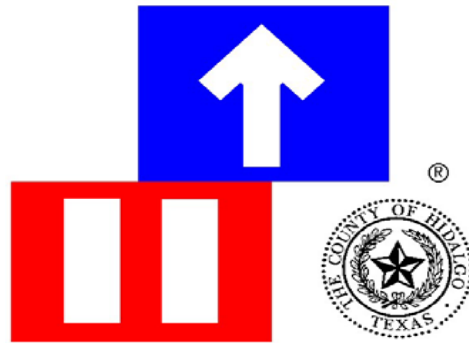
RELATED INFORMATION INCLUDES: Training and Technical Assistant Plan

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program



TRAINING and TECHNICAL ASSISTANCE PROGRAM PLAN 2009-2010

Training and Technical Assistance

Pre-Service Training and Staff Development Needs Assessment and Schedule of Sessions

Every year the Hidalgo County Head Start Program prepares and delivers training and staff development for all its staff. The topics are derived from the following sources:

- Needs assessment surveys completed by staff
- Review of information from the Self-Assessment
- Review of the staff appraisals, disciplinary notices or improvement plans
- The Offices of Head Start Monitoring Protocol
- Assessment of delivery of services for each department
- Feedback from monitoring of center and classroom activities
- Review of data submitted for each department
- Performance of children on the **Learning Accomplishment Learning Profile Diagnostic (LAP-D)**
- Performance of children on the **Devereux Early Childhood Assessment (DECA)**
- Feedback from Executive Team Members
- New Head Start requirements
- Changes in child care requirements
- Implementation of new policies
- Implementation of new curricula or new assessments
- Implementation of Program Plans
- Mandated Issues

**HIDALGO COUNTY HEAD START PROGRAM
PRE-SERVICE TRAINING PROGRAM YEAR 2009-2010**

DATE	PLACE	TIME	TOPIC (S)	PRESENTER (S)	AUDIENCE
July 28, 2009	MCALLEN CIVIC CENTER AUDITORIUM	7:30-8:00 AM	REGISTRATION		ALL STAFF
		8:00-8:15 AM	WELCOME	TERESA FLORES EXECUTIVE PROGRAM DIRECTOR	
		8:15-9:15 AM	Alcohol and Substance Abuse	DANIEL RODRIGUEZ RGV COUNCIL, INC.	
		9:15-10:15 AM	Child Abuse and Neglect/Family Violence	CAPT. ESPINOZA/SGT MORENO	
		10:15-10:30 AM	BREAK		
		10:30-11:30 AM	Americans with Disabilities Act (ADA)	CHANCE HEINSOHN ATTORNEY ADVOCACY, INC	
		11:30-1:00 PM	LUNCH		
		1:15-2:30 PM	Human Resources and Benefits <ul style="list-style-type: none"> • TB Questionnaire • Discipline and Guidance Policy • Reporting Child Abuse and Neglect Policy • Confidentiality Policy • Confidentiality Policy Notice • Dress Code Policy • Standards on Conducts • Civil Rights Act • Employee Vital Information Forms • County of Hidalgo Drug and Alcohol Policy • Absence Control Policy • Hidalgo County Ethics Policy 	BERTA CASTILLO PERSONNEL OFFICER NOELIA SMITH BENEFITS ADMINISTRATOR	
		2:30-2:45 PM	BREAK		
		2:45-3:45 PM	<ul style="list-style-type: none"> • Sexual Harassment 	RENE PARRAO	

**HIDALGO COUNTY HEAD START PROGRAM
PRE-SERVICE TRAINING PROGRAM YEAR 2009-2010**

DATE	PLACE	TIME	TOPIC (S)	PRESENTER (S)	AUDIENCE
July 29, 2009	MCALLEN CIVIC CENTER AUDITORIUM	8:00-8:30 AM	REGISTRATION		ALL STAFF
		8:30-9:15 AM	MENTAL HEALTH: Head Start Performance Standards and Program Plan	ELMA GARZA MENTAL HEALTH DIRECTOR	
		9:15-10:00 AM	SPECIAL SERVICES Head Start Performance Standards and Program Plan	CONNIE HORTA SPECIAL SERVICES DIRECTOR	
		10:00-10:15 AM	BREAK		
		10:15-11:00 AM	EDUCATION SERVICES: Head Start Performance Standards and Program Plan	JANIE NAVARRO SANDRA RENTERIA AZUCENA SAENZ HOMERO CARRERA EDUCATION AREA DIRECTORS	
		11:00-11:45 AM	FAMILY SERVICES: Head Start Performance Standards and Program Plan	IRMA PENA FAMILY SERVICES DIRECTOR	
		11:45-1:00 PM	LUNCH		
		1:00-1:45 PM	HEALTH SERVICES: Head Start Performance Standards and Program Plan	ROXANA ALVARADO RN	
		1:45-2:30 PM	CHILD NUTRITION SERVICES Head Start Performance Standards and Program Plan	SAN JUANITA RANGEL, RD/LD CHILD NUTRITION DIRECTOR	
		2:30-2:45 PM	BREAK		
2:45-3:30 PM	HUMAN RESOURCES Head Start Performance Standards and Program Plan	BERTA CASTILLO PERSONNEL OFFICER			

Hidalgo County Head Start Program Pre-Service Training 2009-2010

DATE: JULY 30, 2009							
REGISTRATION 8:00							
	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5	GROUP 6	GROUP 7
8:30-9:15	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza	Interpreting Evaluation Reports Connie Horta	Intensive Individualized Intervention Part I Homero Carrera	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas	Slips, Trips and Falls Noemi Flores	Discipline and Guidance Child Care Licensing Inspectors	Education Procedures Manual Leonila Caballero
9:15-10:00	Education Procedures Manual Leonila Caballero	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza	Interpreting Evaluation Reports Connie Horta	Intensive Individualized Intervention Part I Janie Navarro	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas	Slips, Trips and Falls Noemi Flores	Discipline and Guidance Licensing Rep
BREAK 10:00-10:15							
10:15-11:00	Discipline and Guidance Licensing Rep	Education Procedures Manual Leonila Caballero	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza	Interpreting Evaluation Reports Connie Horta	Intensive Individualized Intervention Part I Nora Munoz	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas	Slips, Trips and Falls Noemi Flores
11:00-11:45	Slips, Trips and Falls Noemi Flores	Discipline and Guidance Licensing Rep	Education Procedures Manual Leonila Caballero	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza	Interpreting Evaluation Reports Connie Horta	Intensive Individualized Intervention Part I Azucena Saenz	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas
LUNCH 11:45-1:00							
1:00-1:45	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas	Slips, Trips and Falls Noemi Flores	Discipline and Guidance Licensing Rep	Education Procedures Manual Leonila Caballero	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza	Interpreting Evaluation Reports Connie Horta	Intensive Individualized Intervention Part I Elma Garza
1:45-2:30	Intensive Individualized Intervention Part I Sandra Renteria	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas	Slips, Trips and Falls Noemi Flores	Discipline and Guidance Licensing Rep	Education Procedures Manual Leonila Caballero	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza	Interpreting Evaluation Reports Connie Horta
BREAK 2:30-2:45							
2:45-3:30	Interpreting Evaluation Reports Connie Horta	Intensive Individualized Intervention Part I Teresa Flores	Child Nutrition Program Mandatory Training San Juanita Rangel Christian Barajas	Slips, Trips and Falls Noemi Flores	Discipline and Guidance Licensing Rep	Education Procedures Manual Leonila Caballero	Individuals With Disabilities Educational Act (IDEA) Eva Guerrero Belinda Garza

Audience: Center Managers, Facilitators, Support Services Assistants, Teachers, Assistant Teachers, Disability Aides and Administrative Staff. Please Note: Seven (7) Repeat Sessions: Each staff will be assigned to a group in a specific room. The group will remain in the same room throughout the day. All Seven Sessions will be presented to each group.

Hidalgo County Head Start Program Pre-Service Training 2009-2010

DATE: JULY 31, 2009							
REGISTRATION 8:00							
	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5	GROUP 6	GROUP 7
8:30-9:15	Administration of Speech Screener Amy Cantu	Intensive Individualized Intervention Part II Homero Carrera	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera	Workplace Violence Armando Guzman	Abuse and Neglect Child Care Licensing Inspectors	Diffusing the Angry Child Tony Guzman
9:15-10:00	Diffusing the Angry Child Tony Guzman	Administration of Speech Screener Amy Cantu	Intensive Individualized Intervention Part II Janie Navarro	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera	Workplace Violence Armando Guzman	Abuse and Neglect Child Care Licensing Inspectors
BREAK 10:00-10:15							
10:15-11:00	Abuse and Neglect Child Care Licensing Inspectors	Diffusing the Angry Child Tony Guzman	Administration of Speech Screener Amy Cantu	Intensive Individualized Intervention Part II Nora Munoz	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera	Workplace Violence Armando Guzman
11:00-11:45	Workplace Violence Armando Guzman	Abuse and Neglect Child Care Licensing Inspectors	Diffusing the Angry Child Tony Guzman	Administration of Speech Screener Amy Cantu	Intensive Individualized Intervention Part II Azucena Saenz	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera
LUNCH 11:45-1:00							
1:00-1:45	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera	Workplace Violence Armando Guzman	Abuse and Neglect Child Care Licensing Inspectors	Diffusing the Angry Child Tony Guzman	Administration of Speech Screener Amy Cantu	Intensive Individualized Intervention Part II Elma Garza	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave
1:45-2:30	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera	Workplace Violence Armando Guzman	Abuse and Neglect Child Care Licensing Inspectors	Diffusing the Angry Child Tony Guzman	Administration of Speech Screener Amy Cantu	Intensive Individualized Intervention Part II Sandra Renteria
BREAK 2:30-2:45							
2:45-3:30	Intensive Individualized Intervention Part II Teresa Flores	101 Ways of Utilizing your STEP/CIRCLE Manual Helen Meave	Knowing the Capabilities of your Hardware / Software In the Classroom Conrad Cabrera	Workplace Violence Armando Guzman	Abuse and Neglect Child Care Licensing Inspectors	Diffusing the Angry Child Tony Guzman	Administration of Speech Screener Amy Cantu

Audience: Center Managers, Facilitators, Support Services Assistants, Teachers, Assistant Teachers, Disability Aides and Administrative Staff. Please Note: Seven (7) Repeat Sessions: Each staff will be assigned to a group in a specific room. The group will remain in the same room throughout the day. All Seven Sessions will be presented to each group.

Hidalgo County Head Start Program Pre-Service Training 2009-2010

DATE: AUG 3, 2009		REGISTRATION 8:00					
	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5	GROUP 6	GROUP 7
8:30-9:15	Special Services Procedures Manual Connie Horta	Intensive Individualized Intervention Part III Homero Carrera	Family Services Procedures Manual Part 1 Irma Pena	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas	Pension Plan Tony De Leon	An Overview of CLASS Janie Navarro
9:15-10:00	An Overview of CLASS Janie Navarro	Special Services Procedures Manual Connie Horta	Intensive Individualized Intervention Part III Janie Navarro's Team	Family Services Procedures Manual Part 1 Irma Pena	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas	Pension Plan Tony De Leon
BREAK 10:00-10:15							
10:15-11:00	Pension Plan Tony De Leon	An Overview of CLASS Janie Navarro	Special Services Procedures Manual Connie Horta	Intensive Individualized Intervention Part III Nora Munoz	Family Services Procedures Manual Part 1 Irma Pena	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas
11:00-11:45	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas	Pension Plan Tony De Leon	An Overview of CLASS Janie Navarro	Special Services Procedures Manual Connie Horta	Intensive Individualized Intervention Part III Azucena Saenz	Family Services Procedures Manual Part 1 Irma Pena	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody
LUNCH 11:45-1:00							
1:00-1:45	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas	Pension Plan Tony De Leon	An Overview of CLASS Janie Navarro	Special Services Procedures Manual Connie Horta	Intensive Individualized Intervention Part III Elma Garza	Family Services Procedures Manual Part 1 Irma Pena
1:45-2:30	Family Services Procedures Manual Part 1 Irma Pena	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas	Pension Plan Tony De Leon	An Overview of CLASS Janie Navarro	Special Services Procedures Manual Connie Horta	Intensive Individualized Intervention Part III Sandra Renteria
BREAK 2:30-2:45							
2:45-3:30	Intensive Individualized Intervention Part III Teresa Flores	Family Services Procedures Manual Part 1 Irma Pena	Family Services Procedures Manual Part 2 Azalia Rios Melba Coody	I'm Moving, I'm Learning San Juanita Rangel Christian Barajas	Pension Plan Tony De Leon	An Overview of CLASS Janie Navarro	Special Services Procedures Manual Connie Horta

Audience: Center Managers, Facilitators, Support Services Assistants, Teachers, Assistant Teachers, Disability Aides and Administrative Staff. Please Note: Seven (7) Repeat Sessions: Each staff will be assigned to a group in a specific room. The group will remain in the same room throughout the day. All Seven Sessions will be presented to each group.

Hidalgo County Head Start Program Pre-Service Training 2009-2010

DATE: AUG 4, 2009							
REGISTRATION 8:00							
	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5	GROUP 6	GROUP 7
8:30-9:15	Special Services Reports Connie Horta	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas	Health Procedures Manual Roxana Alvarado	Civil Service Nereida Garza	Supplies Request Procedures Oscar Palacios	Early Literacy for Young Children Anabell Hoffman	Data-Driven Instruction Janie Navarro
9:15-10:00	Data-Driven Instruction Janie Navarro	Special Services Reports Connie Horta	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas	Health Procedures Manual Roxana Alvarado	Civil Service Nereida Garza	Supplies Request Procedures Oscar Palacios	Early Literacy for Young Children Anabell Hoffman
BREAK 10:00-10:15							
10:15-11:00	Early Literacy for Young Children Anabell Hoffman	Data-Driven Instruction Janie Navarro	Special Services Reports Connie Horta	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas	Health Procedures Manual Roxana Alvarado	Civil Service Nereida Garza	Supplies Request Procedures Oscar Palacios
11:00-11:45	Supplies Request Procedures Oscar Palacios	Early Literacy for Young Children Anabell Hoffman	Data-Driven Instruction Janie Navarro	Special Services Reports Connie Horta	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas	Health Procedures Manual Roxana Alvarado	Civil Service Nereida Garza
LUNCH 11:45-1:00							
1:00-1:45	Civil Service Nereida Garza	Supplies Request Procedures Oscar Palacios	Early Literacy for Young Children Anabell Hoffman	Data-Driven Instruction Janie Navarro	Special Services Reports Connie Horta	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas	Health Procedures Manual Roxana Alvarado
1:45-2:30	Health Procedures Manual Roxana Alvarado	Civil Service Nereida Garza	Supplies Request Procedures Oscar Palacios	Early Literacy for Young Children Anabell Hoffman	Data-Driven Instruction Janie Navarro	Special Services Reports Connie Horta	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas
BREAK 2:30-2:45							
2:45-3:30	Child Nutrition Services Reports/Documentation San Juanita Rangel Christian Barajas	Health Procedures Manual Roxana Alvarado	Civil Service Nereida Garza	Supplies Request Procedures Oscar Palacios	Early Literacy for Young Children Anabell Hoffman	Data-Driven Instruction Janie Navarro	Special Services Reports Connie Horta

Audience: Center Managers, Facilitators, Support Services Assistants, Teachers, Assistant Teachers, Disability Aides and Administrative Staff. Please Note: Seven (7) Repeat Sessions: Each staff will be assigned to a group in a specific room. The group will remain in the same room throughout the day. All Seven Sessions will be presented to each group.

Hidalgo County Head Start Program Pre-Service Training 2009-2010

DATE: AUG 5, 2009		REGISTRATION 8:00					
	GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5	GROUP 6	GROUP 7
8:30-9:15	Interpreting Individual Education Plans (IEP's) Connie Horta	Linking Head Start Outcomes to Individualization Homero Carrera	Linking Progress Notes to individualization Azucena Saenz	Linking Performance Standards to Individualization Sandra Renteria	Linking Lap-D to Individualization Helen Meave	Linking Lesson Plans to Individualization Janie Navarro	Interpretation of Individual and Classroom DECA Profiles Elma Garza
9:15-10:00	Interpretation of Individual and Classroom DECA Profiles Elma Garza	Interpreting Individual Education Plans (IEP's) Connie Horta	Linking Head Start Outcomes to Individualization Homero Carrera	Linking Progress Notes to individualization Azucena Saenz	Linking Performance Standards to Individualization Sandra Renteria	Linking Lap-D to Individualization Helen Meave	Linking Lesson Plans to Individualization Janie Navarro
BREAK 10:00-10:15							
10:15-11:00	Linking Lesson Plans to Individualization Janie Navarro	Interpretation of Individual and Classroom DECA Profiles Elma Garza	Interpreting Individual Education Plans (IEP's) Connie Horta	Linking Head Start Outcomes to Individualization Homero Carrera	Linking Progress Notes to individualization Azucena Saenz	Linking Performance Standards to Individualization Sandra Renteria	Linking Lap-D to Individualization Helen Meave
11:00-11:45	Linking Lap-D to individualization Helen Meave	Linking Lesson Plans to Individualization Janie Navarro	Interpretation of Individual and Classroom DECA Profiles Elma Garza	Interpreting Individual Education Plans (IEP's) Connie Horta	Linking Head Start Outcomes to Individualization Homero Carrera	Linking Progress Notes to individualization Azucena Saenz	Linking Performance Standards to Individualization Sandra Renteria
LUNCH 11:45-1:00							
1:00-1:45	Linking Performance Standards to Individualization Sandra Renteria	Linking Lap-D to Individualization Helen Meave	Linking Lesson Plans to Individualization Janie Navarro	Interpretation of Individual and Classroom DECA Profiles Elma Garza	Interpreting Individual Education Plans (IEP's) Connie Horta	Linking Head Start Outcomes to Individualization Homero Carrera	Linking Progress Notes to individualization Azucena Saenz
1:45-2:30	Linking Progress Notes to individualization Azucena Saenz	Linking Performance Standards to Individualization Sandra Renteria	Linking Lap-D to Individualization Helen Meave	Linking Lesson Plans to Individualization Janie Navarro	Interpretation of Individual and Classroom DECA Profiles Elma Garza	Interpreting Individual Education Plans (IEP's) Connie Horta	Linking Head Start Outcomes to Individualization Homero Carrera
BREAK 2:30-2:45							
2:45-3:30	Linking Head Start Outcomes to Individualization Homero Carrera	Linking Progress Notes to individualization Azucena Saenz	Linking Performance Standards to Individualization Sandra Renteria	Linking Lap-D to Individualization Helen Meave	Linking Lesson Plans to Individualization Janie Navarro	Interpretation of Individual and Classroom DECA Profiles Elma Garza	Interpreting Individual Education Plans (IEP's) Connie Horta

Audience: Center Managers, Facilitators, Support Services Assistants, Teachers, Assistant Teachers, Disability Aides and Administrative Staff. Please Note: Seven (7) Repeat Sessions: Each staff will be assigned to a group in a specific room. The group will remain in the same room throughout the day. All Seven Sessions will be presented to each group.

**HIDALGO COUNTY HEAD START PROGRAM
PRE-SERVICE TRAINING/STAFF DEVELOPMENT PROGRAM
2009-2010**

SMALL SESSIONS

DATE	TIME	AUDIENCE	PRESENTER	PLACE	TOPIC
8-3-09	8:30-3:30	Bus Drivers, Maintenance and Warehouse Staff	Noemi Flores	Conference Room	Safety Procedures
8-5-09	8:30-11:45	Child Nutrition Staff and Custodians	San Juanita Rangel Christian Barajas	Conference Room	Child Nutrition Program Mandatory Training
8-5-09	1:00-5:00	Child Nutrition Staff and Custodians	Noemi Flores	Conference Room	Risk Management
8-6-09	8:00-5:00	Center Managers, Facilitators and support Services Assistants	Irma Pena	Conference Room	Family Partnership Agreement Process and Exploring Parenting
8-6-09	8:30-10:00	Maintenance	Oscar Palacios	Small Conference Room	Overview of General Repair and Procedures
8-6-09	11:00-12:00	Warehouse	Oscar Palacios	Small Conference Room	Receiving Warehousing Inventories and Disbursements.
8-6-09	1:30-3:00	Field Operations Clerks	Oscar Palacios	Small conference Room	Requisitions, Purchase Orders and Record Keeping
8-6-09	3:30-5:00	Custodians	Oscar Palacios	Small Conference Room	Daily Work Schedule and Product Application
8-6-09 8-7-09	8:00-5:00	Teachers hired from Sept 06 to Present	Hatch Consultant	PSJA North	Journeys
8-7-09	8:30-3:30	Bus Drivers	Oscar Palacios	Conference Room	Certifications, Safe Driving, Routing and Procedures Mandate
8-10-09	8:30-3:30	Center Managers	Noemi Flores Janie Vernon	Conference Room	Workers Compensation Procedures FMLA
8-11-09	8:30-3:00	Center Managers, Facilitators and Service Asst.	Elma Garza	Conference Room	Writing Behavior Plans
8-11-09	8:30-10:30	Directors and Secretaries	Elma Keller	Small Conference Room	Purchase Order Process

The Following Staff: Center Managers, Facilitators, Support Services Assistants, Teachers, Assistant Teachers, Disability Aides and Administrative Staff. Please Note: Seven (7) Repeat Sessions: Each staff will be assigned to a group in a specific room. The group will remain in the same room throughout the day. All Seven Sessions will be presented to each group. Will report to:

PSJA NORTH HIGH SCHOOL
500 E. Nolana Loop
Pharr, Texas 78577

July 30, 2009- August 7, 2009

Grantee Board and Policy Council Training

Once all the members of the new Policy Council have been elected and appointed, they will participate in a governance training conference specifically planned for them and the members of the Grantee Board. The conference sessions are conducted for three days and include the following areas:

- Head Start Program Overview
 - Statistics
 - Philosophy
 - Management Systems
 - Administrative Structure

- Head Start Performance Standards
- Shared Governance Orientation
- Policy Council By-Laws
- The Budget Process
- Financial Responsibilities

Other training is provided during the year to assist them in their roles on the Policy Council or the Grantee Board. Many one-on-one meetings are for the purpose of individualizing the training to the needs of the governing board members and to support them as they perform tasks which are new or different.

Mandate for Teacher Degrees/Childhood Development Associate Credential (CDA)

There are a total of 192 teachers in our Program. Currently 146 or 76% have acquired an associate's degree (63%) or a bachelor's degree(14%) in early childhood education and the remaining have met the requirements for a Child Development Associate (CDA) credential.

For several years we have implemented a process whereby we are "growing our own" teachers. The Policy Council and the Grantee Board have been very supportive of this endeavor and it has been our most important source of new teachers for us. The process allows for our Program to pay for tuition and fees for any staff member who is pursuing an Associate's or a Bachelor's degree in early childhood education and who does not qualify for financial aid. A total of 4 hours of release time per week after 3:30 p.m. is provided to each employee going to college. More than 100 employees are attending school each semester. This year alone 40 employees completed either an associate's or a bachelor's degree. In addition, we have conducted and will continue to conduct CDA classes for the assistant teachers and 130 or 63% now meet this requirement.

We believe that this process will fully prepare our Program to make satisfactory progress every year toward meeting the 2013 deadline for 50% of our teachers to have a Bachelor's degree and for all assistant teachers to have a CDA. There is no doubt that the requirement can be accomplished, the concern is the Program's funding to compete with other educational institutions, namely school districts, to keep fully credentialed staff with a bachelor's degree in early childhood education.

All four Education Area Directors have a master's degree in education.

A characteristic of our Program is that our population is almost 100% Hispanic and our staff make up reflects this same characteristic. Many of our children come to Head Start speaking little or no English, thus there is a need for our staff to be fluent in Spanish. We are proud to report that all of our classroom and Center staff is bilingual.



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Administration						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands “If you suspect-you report”</p>	<p>Participants will be provided with necessary training as required by the Texas Family Code 745.8551 and the Head Start Performance Standards.</p>	<p>Guadalupe Trevino, Sheriff. County of Hidalgo</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>
<p>Participants will be able to identify the symptoms of alcohol and substance abuse.</p>	<p>Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.</p>	<p>Daniel Rodriguez, Education Specialist Rio Grande Valley Council, Inc.</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Administration						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will receive, review and acknowledge the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.</p>	<p>To comply with federal, state and local regulations participants will review and acknowledge the mandated policies listed below:</p> <ul style="list-style-type: none"> -T.B. Questionnaire -Discipline and Guidance -Reporting Child Abuse and Neglect Policy -Confidentiality Policy -Confidentiality Policy Notice Form -Dress Code Policy -Standards of Conduct Policy -Civil Rights Act -Employee Vital Information -County of Hidalgo Drug and Alcohol Policy -Absence Control Policy -Hidalgo County Ethics Policy -Sexual Harassment 	<p>Noelia Abrego-Smith, Benefits Administrator</p>	<ol style="list-style-type: none"> 1. Computer 2. Power Point Presentation 		<p>Pre-Service</p>	<p>Training Calendar</p> <p>Survey</p> <p>Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Administration						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start Employees on how to recognize and prevent incidents of sexual harassment.	Rene Parrao, Hidalgo County Safety Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and implement the Human Resources Program Plan which supports the goals of the Hidalgo County Head Start Program	The presenter will provide a brief explanation on the Human Resources Program Plan Policies and Procedures, recruitment and employment of staff, organizational structure and lines of authority and communication.	Bertha Castillo, Personnel Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Administration						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to identify how to prevent slip, trip and fall accidents and their causes.	The presenter will provide techniques to avoid injuries, the importance of safety shoes, ladders and similar equipment.	Noemi Flores, Risk Management Specialist	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize the responsibilities of professionals in reporting suspected child abuse and will become familiar with cultural costumes which are often confused with child abuse.	The presenter will use a Power Point presentation to provide information of how to detect abuse/neglect of children. In addition, formal handouts will be distributed.	Child Care Licensing Inspectors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will focus on the caregiver's appropriate discipline of children in a classroom setting.	The presenter will present appropriate discipline and guidance techniques to children's behavior.	Child Care Licensing Inspectors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Administration						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to identify and utilize preventive measures to promote a safer work environment.	The presenter will provide information on how to define and respond appropriately to work violence.	Armando Guzman, Hidalgo county Safety Officer Supervisor	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review options available to them on asset allocations and make decisions regarding their Head Start Retirement Plan.	Participants will select investment options from a listing of Mainstay Fund allocations based on a review of all options by the presenter.	Tony De Leon, CLU, CFP, MSFS New York Life	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	Nereida Garza	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Administration						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>The participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.</p>	<p>Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).</p>	<p>Bertha Castillo, Personnel Officer</p> <p>Helen Meave, Education Coordinator</p>	<p>1. Caring for Pre-School Children Curriculum, Volumes I & II</p> <p>2. Power Point Presentation</p> <p>3. Essentials to complete course work.</p>	<p>\$500.00 per person</p>	<p>Sept. 10, 2009</p> <p>12-18 Months</p>	<p>Training Calendar</p> <p>Syllabus</p> <p>Final CDA Assessment</p>
<p>Participants will be provided with information and resources that will enable them to be part of the decision making process.</p>	<p>The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected.</p>	<p>Teresa Flores, Executive Program Director</p> <p>Irma Pena, Family Services Director</p>		<p>\$ 5, 300</p>	<p>Sept. 19, 2009</p>	<p>Training Calendar</p> <p>Evaluation</p>
<p>The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.</p>	<p>Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.</p>	<p>Consultant</p>		<p>\$ 16, 000</p>	<p>Oct. 23-25, 2009</p>	<p>Training Calendar</p> <p>Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Family Services						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.</p>	<p>Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.</p>	<p>Irma Pena, Family Services Director</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>
<p>Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.</p>	<p>Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.</p>	<p>Melba Coody, Family Services Coordinator Azalia Rios, Family Services Coordinator</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Family Services						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to implement the case management system known as the FPA and implement the “Exploring Parenting Curriculum” that will be put into operation during the program year.</p>	<p>Participants will receive instructions and guidance on how to implement case management and document the progress into the FPA. Participants will also learn how to become trainers and execute the parent curriculum “Exploring Parenting”.</p>	<p>Irma Pena, Family Services Director Melba Coody, Family Services Coordinator Azalia Rios, Family Services Coordinator Veronica Garcia, Center Manager Julian Martinez, Facilitator Elvira Segura, Facilitator</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Evaluation</p>
<p>Participants will identify the different volunteer opportunities and the requirements to become a volunteer.</p>	<p>Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involve in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.</p>	<p>Head Start Executive Team Members</p>	<p>1. Computer 2. Power Point Presentation</p>	<p>\$ 5,600</p>	<p>Aug. 31- Sept. 2, 2009</p>	<p>Training Calendar Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Family Services						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Irma Pena, Family Services Director		\$ 2,400	Nov. 20, 2009	Training Calendar
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition	Irma Pena, Family Services Director			March 3, 2010	Training Calendar



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to implement Performance Standards and relate them to the Program Plan.	Participants will actively listen and review the Performance Standards and Program Plan	San Juanita Rangel, Child Nutrition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of pertinent forms will be provided.	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement the process and procedures for the required Child nutrition reports/documentation.	The presentation will focus on detailed steps to complete the required Child Nutrition reports/documentation	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to identify and implement a childhood obesity proactive approach in Head Start children.</p>	<p>Participants will receive instructions and guidance on how to implement and promote a healthy life style including healthy food choices and physical activity.</p>	<p>San Juanita Rangel, Child Nutrition Director Christian Barajas, Child nutrition Coordinator</p>	<ol style="list-style-type: none"> 1. Computer 2. Power Point Presentation 		<p>Pre-Service</p>	<p>Training Calendar</p> <p>Survey</p> <p>Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Mental Health						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to access and utilize the Mental Health Program Plan to implement the Performance Standards.	An overview of the Performance Standards and Mental Health Program Plan will be presented to the staff via power point presentation.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the specifics of Challenging Behavior and to utilize prevention strategies to decrease inappropriate behavior.	An overview of Positive Behavior Support will be presented and the understanding of what triggers and reinforces problem behaviors.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service 3 Sessions	Training Calendar Survey Evaluation
Participants will define the importance of responsible fatherhood.	The Fatherhood Conference for Hidalgo County Head Start Program was initiated to encourage fathers to support their positive involvement in the lives of their children. Sessions on parenting skills and promoting involvement of fathers in their children's schooling will be provided.	Elma Garza, Mental Health Services Director	1. Appropriate place for the conference. 2. Computer 3. Power Point Presentation	\$ 10,000	Feb. 26, 2010	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Transition and Community Partnership

Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to follow the steps in the transition process.	The steps in the transition process will be reviewed. Guidance for appropriate documentation will be provided.	Ramiro Silva, Community Partnership and Transition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Partnership services for children, families and pregnant women.	The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		\$ 3,000	Aug 27, 2009	Training Calendar Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Health						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Roxana Alvarado, RN Paula Gonzalez, LVN Maria Villarreal, LVN	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Field Operations						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to review the policies and procedures in the area of transportation.	A detailed presentation of the Performance Standards including future mandates, if applicable, will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review the policies and procedures for the operation of the warehouse.	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Field Operations						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to prepare cleaners and chemicals used for cleaning.</p>	<p>An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.</p>	<p>Oscar Palacios, Field Operations/ Transportation Director</p>			<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>
<p>Participants will be able to follow the required office procedures and processing of required documentation for purchases.</p>	<p>A comprehensive explanation of departmental operating procedures will be made.</p>	<p>Oscar Palacios, Field Operations/ Transportation Director</p>			<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Finance						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Staff will be able to effectively apply the purchase order process to ensure that proper procurement practices are adhered to.	The presentation will focus on the purchasing process and the required steps to complete a request.	Elma Keller, Finance Department Director Ambrosio Tovar, Procurement Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Fiscal staff will be able to utilize the computerized accounting software (MIP) to properly execute payroll and accounts payable functions for the program.	The training will focus on the payroll and accounts payable functions and capabilities of the software to ensure that effective and efficient practices are in place and properly executed.	MIP Consultant	1. Computer with MIP access. 2. Training Manual.	\$ 2,500		Training Calendar Survey Evaluation
Fiscal staff will be able to properly account for all fixed assets and maintain proper inventory control records.	The training will assist fiscal staff in the proper classification of fixed assets following Hidalgo County and Head Start requirements.	Alvaro Chuc, Finance Assistant	1. Computer with MIP access. 2. Fixed assets inventory control records.			Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Disability						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluatio n:
<p>Participants will be able to implement the Head Start Performance Standards in the area of disability.</p>	<p>An overview of the Performance Standards and Special Services Program Plan will be presented to the staff via a power point presentation. All centers are provided with the Performance Standards and the Program plan.</p>	<p>Connie Horta Special Services Director</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>
<p>Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.</p>	<p>An overview of the federal law will be presented to the staff. Hand outs will be provided.</p>	<p>Chance Hainsohn, Attorney Advocacy, Inc.</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Disability						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Eva Guerrero, Advocate Belinda Garza, Senior Advocate, Advocacy, Inc.	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to interpret a diagnostic evaluation report when a child is diagnosed with a specific disability.	An overview of a speech/language and a psychological evaluation report will be presented to the staff.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who require further evaluation.	This tool screens children to find out if their sound acquisition, voice and fluency is reflective to their developmental age. Handouts will be provided to staff.	Amy Cantu, MA, CCC-SLP Step & Stride Rehab	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Disability						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to utilize the Procedures Manual as a guide when carrying out Special Services Department documentation requirements.	An overview of the Procedures Manual will be presented to the staff.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to complete Special Services Reports	An overview of the Special Services required program reports will be presented to the staff. Hand outs will be provided to the staff.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Education						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to access and utilize the Education Services Program Plan to implement the Performance Standards.	Participants will actively listen and review the Performance Standards and Program Plan.	Homero Carrera Sandra Renteria Susie Saenz, Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and utilize the Education Services Procedures Manual to implement the Performance Standards.	Participants will receive instruction and guidance on how to implement Education Services Procedures, forms and documents to the center level.	Janie Navarro Susie Saenz Sandra Renteria, Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to utilize the S.T.E.P.S./ C.I.R.C.L.E manual to maximize their resources for effective planning	Participants will receive hands on ideas on how to plan activities for Phonological Awareness, Written Expression, Language Development, Print and Book, Motivation to Read Aloud and Letter Knowledge.	Helen Meave, Education Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Education						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to implement strategies in the instructional day to comply with the latest Head Start classroom observation tool.</p>	<p>Participants will be provided with an overview of the domains, dimensions and indicators that may be measured in classroom teacher/child interactions during the next federal review.</p>	<p>Janie Navarro, Education Area Director</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>
<p>Participants will be able to plan more effectively for classroom instruction ensuring each child's specific needs are met. Participants will also be able to apply an effective individualization design to ensure compliance with program standards on individualization.</p>	<p>Participants will play a part in an overview and discussion of an effective individualization design.</p>	<p>Janie Navarro, Education Area Director</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Education						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
Participants will be able to apply the Head Start Outcomes indicators to individualization activities with children.	Presenter will guide participants and will provide new ideas on how to utilize the outcome framework indicators when preparing lesson plans and classroom activities.	Homero Carrera, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to enhance progress notes documentation utilizing recommended samples.	Participants will discuss different techniques of acquiring information needed to properly document individual progress notes through observation, anecdotal notes and working samples.	Susie Saenz, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Education						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will review and apply the Performance Standards as the pertain to individualization of the program.</p>	<p>Participants will receive guidance on the importance of individualization and how it is linked to the Performance Standards.</p>	<p>Sandra Renteria, Education Area Director</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>
<p>Participants will be able to document children’s individual information to meet performance standards and ensure that the individual needs of each child are met. Participants will utilize the Lap-D Classroom Report for small group instruction and for effective planning.</p>	<p>Participants will learn to align documentation by reviewing assessment data, using data for instruction and plan proper grouping instruction to meet the individual needs of each child.</p>	<p>Helen Meave, Education Coordinator</p>	<p>1. Computer 2. Power Point Presentation</p>		<p>Pre-Service</p>	<p>Training Calendar Survey Evaluation</p>



Hidalgo County Head Start Program Training and Technical Assistance One Year Implementation Plan

Content Area: Education						
Objective:	Strategies: (Plan of Action)	Person Responsible:	Resources Needed:	Estimated Cost:	Timeline:	Evaluation:
<p>Participants will be able to write comprehensive lesson plans addressing the unique needs of each child.</p>	<p>Participants will review the critical characteristics of lesson plans which reflect the individual needs of the children.</p>	<p>Janie Navarro, Education Area Director</p>	<ol style="list-style-type: none"> 1. Computer 2. Power Point Presentation 		<p>Pre-Service</p>	<p>Training Calendar</p> <p>Survey</p> <p>Evaluation</p>

**Purchase Playground Equipment & Classroom Supplies
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of request to purchase playground equipment and classroom supplies through the Hidalgo County's Membership/Participation with Texas Association of School Board (TASB) Program Awarded Vendors: ExerPlay, Inc.; Kaplan Early Learning Company; National Educational Systems, Inc., not to Exceed \$340,371.00

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Purchase Playground Equipment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:18 PM	APRV
2	Roland Garcia	Rolando Garcia	09/16/2009 05:07 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:38 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:42 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/15/2009 09:22 AM

Final Approval Date: 09/18/2009



**Hidalgo County Head Start Program
Policy Council Agenda Request Form**

DATE: September 16, 2009

SUBJECT: Discussion/Approval On Request To Purchase Playground Equipment And Classroom Supplies Through The Hidalgo County's Membership/Participation With Texas Association Of School Board (TASB) Program Awarded Vendors, ExerPlay, Inc., Kaplan Early Learning Company And National Educational Systems, Inc. Not To Exceed \$340,371.00

RATIONALE/NEED: This would allow the purchasing of the best pre-bided prices on playground and classroom supplies under the Texas Association School Board (TASB).

RECOMMENDATION: Administration recommends approval.

COST: \$340,371.00

RELATED INFORMATION INCLUDED: Participant Info

INITIATED BY: Ambrosio Tovar, Procurement Director *at*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *ES*

PROGRAM DIRECTOR'S APPROVAL: *Jean Flores*

Buy Board Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration	Commodity
Exer Play, Inc.	PO Box 1160	Cedar Crest	NM	870081160	10/1/2007	9/30/2010	Parks & Recreation Supplies & Equipment
Kaplan Early Learning Company	1310 Lewisville-Clemmons Rd.	Lewisville	NC	27023	6/1/2008	5/31/2011	Library Books. Supplies & Equipment
National Educational Systems	6333 De Zavala Road Suite 106	San Antonio	TX	78249	6/1/2008	5/31/2011	Library Books. Supplies & Equipment

AI-17494

18.G.

Financial Report-August 2009

CC REGULAR

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Financial Report for: August 2009

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 No Fiscal Impact.

Attachments

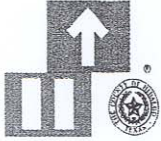
Link: [Financial Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:17 PM	APRV
2	Roland Garcia	Rolando Garcia	09/16/2009 05:00 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:39 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:42 PM	APRV

Form Started By: Linda Galaviz
 Started On: 09/15/2009 09:19 AM

Final Approval Date: 09/18/2009



Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 16, 2009

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Reports-August 2009

INITIATED BY: Elma Keller, Finance Director 

REVIEWED BY: Edmundo Garcia, Assistant Program Director. 

EXECUTIVE DIRECTOR'S APPROVAL: 

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2009 POLICY COUNCIL BUDGET
 From 8/1/2009 Through 8/31/2009

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,646,100.02	9,676,320.90	0.00	5,969,779.12	38.00%	1,148,877.31
02	FRINGE BENEFITS	5,649,980.85	3,524,085.92	0.00	2,125,894.93	38.00%	433,378.95
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	12,000.00	0.00	0.00	12,000.00	100.00%	0.00
05	SUPPLIES	861,390.20	640,811.93	71,111.97	149,466.30	17.00%	69,288.38
06	OTHER COST	<u>1,750,094.93</u>	<u>1,278,086.58</u>	<u>72,372.25</u>	<u>399,636.10</u>	<u>23.00%</u>	<u>158,945.19</u>
Report Total		<u>23,929,566.00</u>	<u>15,119,305.33</u>	<u>143,484.22</u>	<u>8,666,776.45</u>	<u>36.00%</u>	<u>1,810,489.83</u>

AI-17493

18.H.

**Revision to Expansion Application
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Revision to Expansion Application under the American Recovery and Reinvestment Act (ARRA).

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

Attachments

Link: [Revision to Expansion Application](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:14 PM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 09:39 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:40 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:42 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/15/2009 09:14 AM

Final Approval Date: 09/18/2009

AI-17493

18.H.

**Revision to Expansion Application
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Revision to Expansion Application under the American Recovery and Reinvestment Act (ARRA).

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

Attachments

Link: [Revision to Expansion Application](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:14 PM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 09:39 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:40 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:42 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/15/2009 09:14 AM

Final Approval Date: 09/18/2009

AI-17492

18.I.

**Revision to One Time Funding
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Revision to One Time Funding Application

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Revision to One Time Funding](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:14 PM	APRV
2	Roland Garcia	Rolando Garcia	09/16/2009 04:36 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:40 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:12 PM	APRV
Form Started By: Linda Galaviz			Started On: 09/15/2009 09:12 AM	
Final Approval Date: 09/18/2009				

AI-17492

18.I.

**Revision to One Time Funding
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Revision to One Time Funding Application

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Revision to One Time Funding](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	09/15/2009 03:14 PM	APRV
2		Roland Garcia	Rolando Garcia	09/16/2009 04:36 PM	APRV
3		Auditor's Office	Linda Fong	09/18/2009 01:40 PM	APRV
4		Purchasing Department	Marty Salazar	09/18/2009 02:12 PM	APRV
Form Started By: Linda Galaviz				Started On: 09/15/2009 09:12 AM	
Final Approval Date: 09/18/2009					

AI-17491

18.J.

**Hourly Rate Adjustment
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Hourly Rate Adjustment for Legal Services

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Hourly Rate Adjustment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:14 PM	APRV
2	Roland Garcia	Rolando Garcia	09/16/2009 04:42 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:56 PM	APRV
4	Dina Trevino	Dina Trevino	09/18/2009 04:51 PM	APRV
5	Purchasing Department	Marty Salazar	09/18/2009 02:54 PM	NEW

Form Started By: Linda Galaviz

Started On: 09/15/2009 09:09 AM

Final Approval Date: 09/18/2009

AI-17491

18.J.

**Hourly Rate Adjustment
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval of Hourly Rate Adjustment for Legal Services

BACKGROUND

Policy Council Approval: 09.16.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Hourly Rate Adjustment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 03:14 PM	APRV
2	Roland Garcia	Rolando Garcia	09/16/2009 04:42 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:56 PM	APRV
4	Dina Trevino	Dina Trevino	09/18/2009 04:51 PM	APRV
5	Purchasing Department	Marty Salazar	09/18/2009 02:54 PM	NEW

Form Started By: Linda Galaviz

Started On: 09/15/2009 09:09 AM

Final Approval Date: 09/18/2009

**Acceptance of Providers
CC REGULAR**

Date: 09/22/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Disussion/Approval for Consideration and Acceptance of Providers Meeting all Specification and Requirements for the Following Request for Qualifications (RFQs):

1. Medical & Dental RFQ#:2009-05-039
2. Mental Health RFQ#:2009-05-040
3. Special Services RFQ#:2009-05-041

BACKGROUND

Policy Council Approval: 09.16.09
Attachment will be provided in Commissioners' Court, not able to attach back up (387 pages)

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 02:07 PM	APRV
2	Roland Garcia	Rolando Garcia	09/18/2009 03:33 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 03:57 PM	NEW-R

Form Started By: Linda Galaviz
Started On: 09/15/2009 09:34 AM

Final Approval Date: 09/18/2009

**2010 Sheriff/Constable Fee Schedule
CC REGULAR**

Date: 09/22/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2010.

BACKGROUND

We are requesting approval of the Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2010 and are to be charged for service or two (2) attempt of service.

Note: Fees are required to be approved/adopted by Commissioners' Court on or before October 01, 2009.

Fiscal Impact

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

No Budgetary Impact. Approval of fee schedule.

Attachments

Link: [2010 fee.schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/16/2009 10:47 AM	APRV
2	Budget & Management	Erika Zamora	09/16/2009 10:50 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/17/2009 02:44 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 02:22 PM	APRV
5	Purchasing Department	Marty Salazar	09/18/2009 03:00 PM	APRV

Form Started By: Emilia Uriegas

Started On: 09/15/2009 12:35 PM

Final Approval Date: 09/18/2009

COUNTY OF HIDALGO
FEE SCHEDULE--SHERIFF AND CONSTABLES

PAGE 1 OF 2

	<u>2009 RATES</u>	<u>PROPOSED 2010 RATES</u>	<u>APPROVED 2010 RATES</u>
<u>JUSTICE OF THE PEACE</u>			
1	CITATION	60.00	60.00
2	WRIT SCIRE FACIAS	200.00	200.00
3	DISTRESS WARRANT	75.00	75.00
4	FORCIBLE ENTRY AND DETAINER (FED CITATION)	60.00	60.00
5	INJUNCTION	60.00	60.00
6	NOTICE	60.00	60.00
7	SUBPOENA	60.00	60.00
8	ORDER OF SALE	200.00	200.00
9	TEMPORARY RESTRAINING ORDER	70.00	70.00
10	WRIT OF ATTACHMENT--PERSON	80.00	80.00
11	WRIT OF ATTACHMENT--PROPERTY	200.00	200.00
12	WRIT OF EXECUTION	200.00	200.00
13	WRIT OF GARNISHMENT	70.00	70.00
14	WRIT OF HABEAS CORPUS	70.00	70.00
15	WRIT OF POSSESSION	200.00	200.00
16	WRIT OF SEQUESTRATION	200.00	200.00
17	LEVY	20.00	20.00
18	DEEDS	25.00	25.00
19	NOTICE OF SALE	50.00	50.00
20	LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00
21	WRIT OF RESTORATION	0.00	200.00
22	WRIT OF REENTRY	0.00	200.00
 <u>SMALL CLAIMS COURTS</u>			
1	NOTICE	50.00	50.00
2	SMALL CLAIM	50.00	50.00
3	SUBPOENA	50.00	50.00
 <u>MISCELLANEOUS FEES</u>			
1	CLEARANCE LETTER	5.00	5.00
2	INSURANCE REPORTS	1.00	1.00
3	VIDEO TAPE COPY	55.00	55.00
4	VIDEO PRINT PICTURE (EACH)	2.00	2.00
5	35mm PICTURE (EACH)	2.00	2.00
6	PROCESS BY CERTIFIED MAIL (MAIL CHARGE)	15.00	15.00
7	BRADY BILL	10.00	10.00
8	FINGERPRINTING	10.00	10.00
9	FIRING RANGE USAGE	25.00	25.00
10	COPY OF CAPIAS (PER PAGE)	2.00	2.00
11	ALL OTHER COPIES (PER PAGE)	1.00	1.00
12	RETURNED CHECK FEE	30.00	30.00
13	PICTURE I.D. FEE	5.00	5.00
14	AUDIO TAPE OF 911 RECORDING (PER INCIDENT)	20.00	20.00
	NON OPEN RECORDS REPORTS		

FEE SCHEDULE--SHERIFF AND CONSTABLES

<u>COUNTY AND DISTRICT COURTS</u>	<u>2009 RATES</u>	<u>PROPOSED 2010 RATES</u>	<u>APPROVED 2010 RATES</u>
1 CITATION	60.00	60.00	
2 CITATION BY CERTIFIED MAIL	60.00	60.00	
3 CITATION BY POSTING	50.00	50.00	
4 CITATION BY PUBLICATION	50.00	50.00	
5 WRIT OF SCIRE FACIAS	200.00	200.00	
6 DISTRESS WARRANT	75.00	75.00	
7 FORCIBLE ENTRY AND DETAINER (FED CITATION)	60.00	60.00	
8 INJUNCTION	60.00	60.00	
9 NOTICE	60.00	60.00	
10 NOTICE BY PUBLICATION	50.00	50.00	
11 NOTICE OF TRUSTEE SALE	30.00	30.00	
12 NOTICE TO TAKE DEPOSITION	60.00	60.00	
13 ORDER	60.00	60.00	
14 ORDER OF SALE	200.00	200.00	
15 PRECEPT TO SERVE	60.00	60.00	
16 SUBPOENA	60.00	60.00	
17 SUMMONS	60.00	60.00	
18 TAX WARRANT	200.00	200.00	
19 TEMPORARY PROTECTIVE ORDER (NOTE: IF FILED UNDER FAMILY LAW CHAPTER 71, NO FEE)	70.00	70.00	
20 TEMPORARY RESTRAINING ORDER	70.00	70.00	
21 WRIT OF ATTACHMENT--PERSON	80.00	80.00	
22 WRIT OF ATTACHMENT--PROPERTY	200.00	200.00	
23 WRIT OF EXECUTION	200.00	200.00	
24 WRIT OF GARNISHMENT	70.00	70.00	
25 WRIT OF HABEAS CORPUS	70.00	70.00	
26 WRIT OF POSSESSION	200.00	200.00	
27 WRIT OF SEQUESTRATION	200.00	200.00	
28 LEVY	20.00	20.00	
29 DEEDS	25.00	25.00	
30 NOTICE OF SALE	50.00	50.00	
31 LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00	
32 WRIT OF RESTORATION	0.00	200.00	
33 WRIT OF REENTRY	0.00	200.00	

NOTE: AFTER TWO (2) UNSUCCESSFUL ATTEMPTS OF SERVICE, THE FEE AMOUNT FOR THE SERVICE OF PROCESS IS TO BE COLLECTED.

REVIEWED, APPROVED, AND ADOPTED BY THE HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 22, 2009. SUPERSEDES PREVIOUS COURT ORDER REGARDING THESE FEES AND WILL GO INTO EFFECT ON JANUARY 01, 2010.

AI-17542
Pipeline Permit
CC REGULAR

20.A.

Date: 09/22/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. Hidalgo County Irrigation District No. 16:
a. Propose to install a 12" irrigation line along Mile 4 Line Road by Open-cut, 4' in depth.
(Iowa & Mile 4)

BACKGROUND

Fiscal Impact

Attachments

Link: [Open Cut Pipeline Permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 08:41 AM	APRV
2	Olga Garza	Olga Garza	09/17/2009 09:42 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:23 PM	APRV

Form Started By: Sandra Garcia
Started On: 09/16/2009 02:17 PM
Final Approval Date: 09/18/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of September, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Hidalgo County Irrigation District No.16 hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12" inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 80 P.S.I. PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Propose to install a 12" irrigation line along Mile 4 Line Road by Open-cut, 4' in depth. (Iowa & Mile 4)

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a irrigation line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-17557

21.A.

**Claim for Landata Technologies
CC REGULAR**

Date: 09/22/2009
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: County Clerk

Information

CAPTION

Approval of claim/invoice #041924 from Landata Technologies in the amount of \$2,400.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

PO# 624567 had been obtained, but contract expired. New Contract is in process.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available as of 09/17/09.

Attachments

Link: [Landata Technologies](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 09:20 AM	APRV
2	Sylvia Solis	Sylvia Solis	09/17/2009 11:32 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 03:05 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:18 PM	APRV

Form Started By: Rene Perez Started On: 09/16/2009 04:03 PM

Final Approval Date: 09/18/2009



Landata Technologies, Inc.
 5730 Northwest Pkwy, Suite 100
 San Antonio, TX 78249
 Phone: (210) 366-9582
 Fax: (210) 366-3058

INVOICE

DATE 9/5/2009
 INVOICE NO. 041924
 CUSTOMER ID HILDALGO
 TERMS Due in 30 Days

BILL TO:

Honorable Arturo Guajardo, Jr
 Hidalgo County Clerk
 P. O. Box 58
 Edinburg, TX 78540

DESCRIPTION	QUANTITY	PRICE	EXT. PRICE
Hidalgo-Minutes Minder Maint.	Units: 1.00	Rate: 150.000	150.00
Hidalgo-Minutes Minder Maint.	Units: 1.00	Rate: 150.000	150.00
Hidalgo-Data Warehousing Fee	Units: 1.00	Rate: 2,100.000	2,100.00
PO #: 624567			

Invoice Total 2,400.00

If no sales tax is charged on this invoice, then calculate your local sales tax and remit that amount separately to your state taxing authority.

Landata Technologies, Inc. does not collect and remit these taxes to your state on your behalf.

**Passport Fair Agreement with FNB/Mercedes Property
CC REGULAR**

Date: 09/22/2009
Submitted By: Ricardo Contreras, DISTRICT CLERK
Department: DISTRICT CLERK
Agenda Category: District Clerk

Information

CAPTION

Discussion, consideration and approval of an Agreement between Hidalgo County and First National Bank to conduct a passport fair at FNB location in Mercedes, Texas.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact to the County. FNB agrees to allow the County to use premises for passport services as a public service. No fees will be charged by FNB for use of it's premises.

Attachments

Link: [MOU FNB](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		09/18/2009 04:07 PM	PEND
2	Sylvia Solis		09/18/2009 04:07 PM	PEND
3	Auditor's Office	Linda Fong	09/18/2009 02:25 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:07 PM	APRV
Form Started By: Ricardo Contreras			Started On: 09/16/2009 04:33 PM	
Final Approval Date: 09/18/2009				

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND FIRST NATIONAL BANK**

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Hidalgo County District Clerk, hereinafter collectively referred to as "County," and FIRST NATIONAL BANK, hereafter referred to as "FNB."

WHEREAS, County, by and through the Hidalgo County District Clerk, is desirous of providing the citizens of Hidalgo County with services in aid of acquiring United States Passports;

WHEREAS, public convenience will be enhanced by using the property owned by FNB which is located at 301 S. Texas Street, Mercedes, Hidalgo County Texas, hereafter referred to as Premises;

WHEREAS, FNB, as a public service, is willing to make space available at the above referenced Premises for use by the County to provide the services above referenced;

NOW, THEREFORE, FNB and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. FNB grants to the County the use of part of the Premises above referenced on Friday, October 9, 2009 in which the County will provide Passport Services to the public.
2. FNB will be responsible for setting up of chairs and tables at the Premises, as requested by County, and will provide an adequate public address system for use by County in the Premises.
3. County shall use its own personnel and will be in charge of all aspects of the operations with regards to the issuance of passport applications. The County shall assume full liability for the safekeeping of all passport applications, supplies and County owned equipment.

4. FNB shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of passport applications.
5. County shall collect the fees prescribed by Hidalgo County District Clerk for each application issued. Fees collected for the issuance of applications by the County shall not be commingled with any other funds in the possession of FNB.
6. Any changes in the ownership of FNB must be immediately reported in writing to the Hidalgo County District Clerk's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue.
7. FNB will provide proof of Texas Liability Insurance before the County can provide passport services.
8. County agrees to list the Premises as a facility of the County on its liability insurance policies, or include it in any self- insurance plan, as applicable. County, upon request of FNB, will provide FNB with proof of such insurance.
9. The term of this Agreement shall commence upon execution by the parties hereto, and may be voluntarily terminated by either party upon thirty (30) days written notice to the party.
10. Breach of any obligation to be performed by FNB shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by FNB shall be considered a substantial breach, and FNB shall be notified by County of such breach by certified mail, return receipt requested.
11. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail return receipt requested, postage prepaid, to the parties as follows:

County: Laura Hinojosa
 Hidalgo County District Clerk
 100 N. Closner Edinburg, Texas 78539

Company: Edna Martinez
 Branch Manager
 First National Bank
 301 S. Texas Street
 Mercedes, Texas 78570

12. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County District Clerk. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by FNB.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS _____ DAY OF _____ 2009.

COUNTY OF HIDALGO, TEXAS

FIRST NATIONAL BANK

By: _____
Juan D. Salinas III, County Judge

By: _____

Name

Title

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Steve Crain
Atlas & Hall, LLP

AI-17558**23.A.****Interlocal Cooperative Agreement with City of San Juan for Stewart Rd
CC REGULAR**

Date: 09/22/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Humberto Garza
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information**CAPTION**

Discussion, consideration, and approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of San Juan, Texas for FM 2557 (Stewart Road) Project.

BACKGROUND**Fiscal Impact****FISCAL YEAR:** 9**ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

*estimated costs for this project \$45,000.00(\$35,000.00 for land & \$10,000.00 for appraisals, etc.)

County agrees to undertake the acquisition of ROW for the project on a reimbursement basis from City of San Juan.

Attachments

Link: [ICA for FM 2557 \(Stewart Rd\)](#)

Link: [Parcels](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 09:21 AM	APRV
2	Roland Garcia	Rolando Garcia	09/18/2009 05:13 PM	APRV
3	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Yolanda Cisneros
 Started On: 09/16/2009 04:03 PM

Final Approval Date: 09/18/2009

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO AND THE CITY SAN JUAN, TEXAS

THIS agreement is made on this the 11th day of August, 2009, by and between the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "San Juan" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "County", pursuant to the provisions of the Texas Inter-Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, "San Juan" is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, "County" is a county in the State of Texas;

WHEREAS, the Texas Department of Transportation ("TxDOT") has deemed it necessary to make certain highway improvements to FM 2557 from US 281 to 0.5 Mile South of Business 83 (the "Project"), a section of which is within the city limits of San Juan.

WHEREAS, San Juan has been designated by the Texas Department of Transportation (TxDOT) as entities eligible to receive reimbursement for work related to the Project;

WHEREAS, the County and San Juan desire to cooperate in the improvements required to complete the Project this will include the acquisition of certain right-of-way;

WHEREAS, by virtue of TxDOT **Minute Order 111487** issued on **August 28, 2008**, TxDOT granted San Juan a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

WHEREAS, County and San Juan are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Gov't Code 791.001 et. Seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and San Juan, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to undertake the acquisition of right-of-way for the Project with the city limits and ETJ of San Juan, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, the cost of land and condemnation of reimbursement basis.

2. San Juan agrees to the proposition that County receive any and all TxDOT Project funds or payments originally budgeted by TxDOT for San Juan, to be paid directly to the County as consideration for work performed by the County within the San Juan city limits and ETJ for right-of-way acquisition.

3. San Juan further agrees to reimburse County for any and all expenses not reimbursed directly for right-of-way acquisition including but not limited to the cost of land, Title policies, appraisals, recording fees, closing cost, and any necessary legal services, any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits and ETJ of San Juan.

4. County agrees to invoice San Juan for all expenses incurred on San Juan's behalf for the Project for work performed within the city limits and ETJ except for those expenses paid directly by TxDOT to County on San Juan's behalf and agrees to make such payments to County within thirty (30) days of receipt of invoices.

5. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

6. 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.

7. Conflict of Applicable Law: nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by ally party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement 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 San Juan and County, and not otherwise.

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

11. Notice. Except as maybe 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 Alamo: City of San Juan
Attention: Pedro Contreras, Mayor
709 S. Nebraska
San Juan, Texas, 78589

If to Hidalgo: Hidalgo County, Texas
Attention J.D. Salinas, III, County Judge
P .O. Box 758
Edinburg, Texas 78539-0758

With Copy to: Hector "Tito" Palacios, Commissioner, Precinct No. 2

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 times as it is deposited in the United States Mail.

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

15. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning

or interpretation of any provision of paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.


17. Authority to Execute. The execution and performance of this Agreement by San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan and County in accordance with its terms.

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

19. Commitment or 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 these 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.

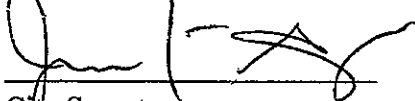
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN



Pedro Contreras, Mayor

ATTEST:



City Secretary

HIDALGO COUNTY

J.D. Salinas III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P .
By: Stephen L. Crain

9/16/09

Jose Pena [8:51 AM]:
Morning Yoli, Hey I'm going to need about \$45,000 for that Interlocal with San Juan for Stewart Road. It will be approx. 35,000 for land acquisition and 10,000 for appraisals and othwer misc exp.

Jose Pena [8:51 AM]:
Please try to get it in for next weeks agenda for approval

Yolanda Cisneros [8:51 AM]:
good morning ... get the Interlocal or the money

Jose Pena [8:52 AM]:
Interlocal to court

Jose Pena [8:53 AM]:
but you needed to know approx on the money

Jose Pena [8:53 AM]:
remember

Yolanda Cisneros [8:53 AM]:
yes okay...i'll go ahead and take care of that....THANK YOU!

Jose Pena [8:53 AM]:
thanks

Jose Pena [8:54 AM]:

Yolanda Cisneros [8:54 AM]:
ANYTIME....

9/16/09

This will need a TX DOT account # created.
Rolando ^(Budget) will talk to Serge @ Budget.

AI-17563

23.B.

**Interlocal Cooperative Agreement with Valley View Independent School District
CC REGULAR**

Date: 09/22/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Humberto Garza
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Agreement between Hidalgo County and Valley View Independent School District for road improvements to intersection at McColl Rd & Dicker Road.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No Fiscal Impact to the Co.

School district will be responsible for all construction and improvements. School district will reimburse county for all materials and equipment used at the county's current rates. Any man-power provided by the county will also be reimbursed by the school district at county's current rates. As per interlocal agreement.

*Term of agreement is for one (1) year, with option to renew for an additional year.

Attachments

Link: [ICA for Valley View ISD](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 09:24 AM	APRV
2	Roland Garcia	Rolando Garcia	09/18/2009 09:13 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 03:12 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:51 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/16/2009 04:17 PM

Final Approval Date: 09/18/2009

STATE OF TEXAS :

COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY AND VALLEY VIEW
INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the ___ day of _____, 2009 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and the **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State of Texas;

WHEREAS, the District is a public entity operating as an Independent School District located in Hidalgo County, Texas;

WHEREAS, the County and the District desire to make road improvements to an intersection at McColl Road and Dicker Road located within Hidalgo County (the "Intersection") in which both the District and the County would benefit from the road improvements (the "Project");

WHEREAS, the Intersection is a high traffic area in need of improvements in order to control heavy and excessive traffic flow and activity;

WHEREAS, District and County, are desirous that the necessary improvements be done in order to expand the safe use of the Intersection;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The District shall be responsible for completing the Improvements at the Intersection including but not limited to, engineering, traffic signal control studies, traffic signal control construction, street construction and concrete paving. The District shall also

be fully responsible for providing temporary alternate routes during construction of the Intersection.

2. County agrees to allow the District to use equipment and materials owned by County at the County's current rates and prices to make the necessary Improvements. County shall be solely responsible for determining the current rate for equipment and materials and the District agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.
3. County shall provide the District with manpower on an as-needed basis, at the current hourly rates for individuals required to complete the Project. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and District agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.
4. The parties agree that all other costs associated with the Project shall be the responsibility of the District in their entirety.
5. **Term.** The term of this Agreement shall be for one (1) year with the option to review for one (1) additional year upon the same terms and conditions described herein except that all County prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.
6. Upon a change in price for manpower, equipment or materials, the County shall notify the District within ten (10) working days for any on-going Work and before beginning any new Work.
7. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
9. **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.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.
11. **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.
12. **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 District: Valley View Independent School District
Attention: Leonel Galaviz, Superintendent of Schools
9701 S. Jackson Road
Pharr, Texas 78577

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

With copy to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
Pharr, Texas 78577

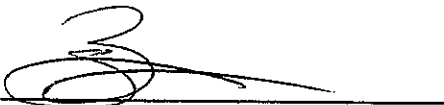
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **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.

14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **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.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by the District and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
19. **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.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

VALLEY VIEW INDEPENDENT SCHOOL DISTRICT

By: 
Lucio Villagomez, President, Board of Trustees

HIDALGO COUNTY

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

Attest:

By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Grain

AI-17466

24.A.

Juvenile Probation Grant (1286)

CC REGULAR

Date: 09/22/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Juvenile Probation Department
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Juvenile Probation Department:

1. Approval and acceptance of grant award from the Criminal Justice Division in the amount of \$38,148.00 for CJD JAIBG grant, with authority for County judge to sign the required documentation.
2. Approval of Certification of Revenues as certified by the County Auditor for the CJD JAIBG grant (1286) for FY2010.
3. Approval of 2009 interfund transfer from County Wide Administration (1100) to CJD JAIBG grant (1286) in the amount of \$4,239.00 to fund the county's portion (local cash match) for CJD JAIBG grant.
4. Approval of appropriation of funds for the Juvenile Probation - CJD JAIBG grant (1286) for FY2010 in the total amount of \$42,387.00.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u> 9-1100-415-00-115-002-0-899
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Interfund from "CO WIDE ADM-CONTINGENCY" to 9-1286-391-01-000-100-0-000 "TRANSFERS IN-GENERAL FUND" in the amount of \$4,239.00 to fund cash match.

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u> 9-1286-423-00-330-005-0-331
<u>FUNDS AVAILABLE Y/N?:</u> Pending	<u>MATCHING FUNDS Y/N?:</u> Y

BUDGETARY IMPACT:

Appropriation for CJD JAIBG-PHYSICIAN SERVICES (1286) in the amount of \$42,387.00. Funding for the local cash match portion of this appropriation is contingent on approval of previous interfund transfer (see item #3).

Attachments

Link: [Award Letter](#)

Link: [Certification of Revenue Letter](#)

Link: [2009 Interfund for CJD grant \(1286\)](#)

Link: [2009 BA for CJD grant \(1286\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 10:01 AM	APRV
2	Perla Lopez	Perla Lopez	09/15/2009 10:51 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 01:17 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 02:11 PM	APRV

Form Started By: Dale Kennan
Started On: 09/11/2009 02:54 PM

Final Approval Date: 09/18/2009



STATE OF TEXAS
OFFICE OF THE GOVERNOR

Rick Perry
Governor

RECEIVED

SEP 08 2009

COUNTY JUDGE

August 26, 2009

The Honorable J.D. Salinas
Hidalgo County
Post Office Box 1356
Edinburg, Texas 78539

Dear Judge Salinas:

I am pleased to announce a grant award for \$38,148.00 to your organization for the following project:
Early Intervention Counseling Program.

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.

Instructions for activating your grant online at <https://cjdonline.governor.state.tx.us> should have come to you already by email. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions.

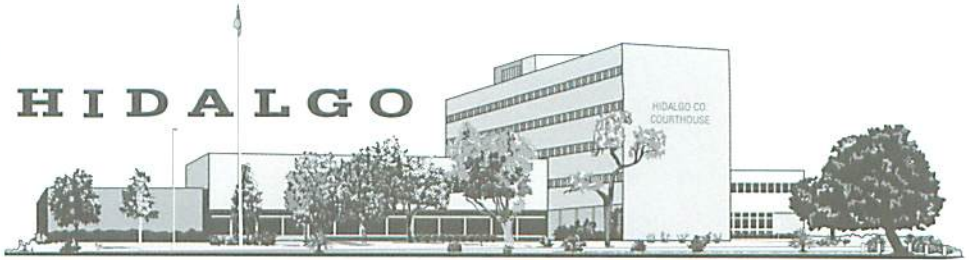
Sincerely,

A handwritten signature in black ink that reads "Rick Perry". The signature is written in a cursive, flowing style.

Rick Perry
Governor

RP:cb
2153801

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

September 14, 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 Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Governor – Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$38,148.00	Early Intervention Counseling Program

CERTIFIED BY:



Raymundo Eufrazio, CPA
Hidalgo County Auditor

9/14/09

Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. ROOOLFO DELGADO JUDGE, 97TH D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. JUAN R. PARTIDA JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 383TH D.C. AIDA SALINAS FLORES JUDGE, 388TH D.C. ISRAEL RAMON JR. JUDGE, 430TH D.C. JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: September 15, 2009

2009

Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for the
CJD JAIBG Grant-(1286)



ACCOUNT NUMBERS: From: 9-1100-415-00-115-002-0-899
To: 9-1286-391-01-000-100-0-000

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(4,239.00)
9-1100-491-01-000-286-0-891	TRANSFERS OUT-DESIG PURP LV 6	4,239.00
9-1286-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	4,239.00
TOTAL BUDGET INCREASE (DECREASE) 1100		0.00
TOTAL BUDGET INCREASE (DECREASE) 1286		4,239.00

REASON: Transfer funding as needed for the local match for the CJD JAIBG Grant for FY 2010 in the amount of \$4,239.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: September 11, 2009

DEPARTMENT HEAD: Israel "Buddy" Silva, Jr.

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER

ACCOUNT NUMBER: Expenditure: 9-1286-423-00-330-005-0-XXX
Revenue: 9-1286-334-10-330-005-0-000

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

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666b:

INCREASE OBJECT NUMBER(S)								ACCOUNT (OBJECT) NAME	AMOUNT
9-	1286-	423-	00-	330-	005-	0-	331	CJD JAIBG-Physician Services	42,387.00
								TOTAL APPROPRIATIONS	42,387.00
9-	1286-	334-	10-	330-	005-	0-	000	CJD JAIBG-Revenues	38,148.00
9-	1286-	391-	01-	000	100-	0-	000	CJD JAIBG-Local Cash Match	4,239.00
								TOTAL REVENUES	42,387.00
								FUND BALANCE IMPACT-1100	(4,239.00)
								FUND BALANCE IMPACT-1286	0.00

REASON:
To appropriate the Judge Mario E. Ramirez Jr. Juvenile Justice Center-Juvenile Probation Department-FY 2010 JAIBG "Early Intervention Counseling Program" Grant 121538-01 budget in the amount of \$42,387.00 for the period of 09/01/2009 to 08/31/2010. Funding from State is \$38,148.00 and Local Match is \$4,239.00.

Israel "Buddy" Silva, Jr. Director DATE
Chief Juvenile Probation Officer

Approved by Commissioners' Court Date

Attested by County Clerk Date:

AI-17599
2010 Budget Process
CC REGULAR

24.B.

Date: 09/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

2010 Budget Process:

1. Presentation, discussion, and appropriate action on the 2010 Proposed Annual Budget.
2. Set date, time, and place to adopt the 2009 Tax Rate.
3. Set date, time, and place to adopt the 2010 Annual Budget.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 05:21 PM	APRV
2	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Angela Garcia
Started On: 09/18/2009 05:17 PM

Final Approval Date: 09/18/2009

**Interdepartmental Transfer for Facilities Management
CC REGULAR**

Date: 09/22/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Facilities Management (1100):
 Approval of 2009 interdepartmental transfer from Co. Wide Adm. To Facilities Management Department in the amount of \$12,705.00 to fund software expenditure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-XX-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds pending Line Item Transfer AI# 17579 to be presented at CC on 9/22/09.

Attachments

Link: [Interdept Trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 04:26 PM	APRV
2	Olga Garza	Olga Garza	09/18/2009 10:53 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 04:01 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:07 PM	APRV

Form Started By: Erika Zamora

Started On: 09/17/2009 04:18 PM

Final Approval Date: 09/18/2009

DATE: September 17, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Facilities Management

ACCOUNT NUMBER: 9-1100-41X-XX-XXX-0XX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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		
9-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(12,705.00)
TO		
9-1100-419-40-220-001-0- 747	FACILITIES MGMT SOFTWARE	12,705.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund software expenditure.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

Interdept transfer from Contingency to IT Co. Wide for Surveillance & Control System (1100)

CC REGULAR

Date: 09/22/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

IT Dept./Co. Wide (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Administration to the IT Dept Co. Wide in the amount of \$45,000.00 to fund purchase of the Co. Wide Surveillance and Access Control System.

BACKGROUND

This transfer will cover the cost of the 1st of 3 installments for the Co. Wide Surveillance & Control System.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds pending Line Item Transfer AI#17579 to be presented at CC on 9/22/09.

Attachments

Link: [Interdept Trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 04:15 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/18/2009 08:39 AM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 04:08 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:08 PM	APRV

Form Started By: Erika Zamora
 Started On: 09/17/2009 04:02 PM
 Final Approval Date: 09/18/2009

DATE: September 17, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for IT

ACCOUNT NUMBER: 9-1100-415-00-XXX-002-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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		
9-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(45,000.00)
TO		
9-1100-415-00-200-002-0- 432	IT COUNTYWIDE EQUIP&VEH R&M SRV	45,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund Co. Wide Video Surveillance and Access Control System 1st of 3 installments.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-17576

24.C.3.

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)

CC REGULAR

Date: 09/22/2009
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 Interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Diana Estate - Curry Drain ROW (program 065) in the amount of \$200.00 to cover project expenditures.

BACKGROUND

This request is to "acquire temporary construction easement" at Diana Estates.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-065-0-711 \$200.00
Funding available as of 9-17-09.

Attachments

Link: [trnsfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/17/2009 03:33 PM	APRV
2	Manuel Chapa		09/18/2009 04:08 PM	PEND
3	Auditor's Office	Linda Fong	09/18/2009 03:16 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 04:07 PM	APRV

Form Started By: TONI MATA Started On: 09/17/2009 02:41 PM

Final Approval Date: 09/18/2009

DATE: September 17, 2009

2009
Transfer



DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
<u>9-1339-431-00-124-036-0-890</u>	<u>CO2009 Pct4 Drain Improv.- Other</u>	<u>(200.00)</u>
To:		
<u>9-1339-431-00-124-065-0-711</u>	<u>CO2009 Pct4 Diana Estate-Curry Drain-ROW</u>	<u>\$200.00</u>
TOTAL BUDGET INCREASE (DECREASE)		200.00

REASON:
Transfer needed to cover \$2,500.00 right of way easement.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17588

24.C.4.

**District Clerk - Interdepartmental transfer from Contingency to fund postage expenditures
CC REGULAR**

Date: 09/22/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: District Clerk Dept.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

District Clerk (1100):
Approval of 2009 Interdepartmental transfer from Co. Wide Administration (1100) to District Clerk in the amount of \$10,000.00 to fund anticipated postage expenditures.

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:

9-1100-415-00-115-002-0-899 --> 9-1100-412-00-090-001-0-535; \$10,000.00 funds available as of 09/18/09.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/18/2009 03:02 PM	APRV
2	Erika Zamora	Erika Zamora	09/18/2009 04:48 PM	APRV
3	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Sylvia Solis Started On: 09/18/2009 02:05 PM

Final Approval Date: 09/18/2009

DATE: September 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for District Clerk

ACCOUNT NUMBER: 9-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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				
9-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(10,000.00)
TO				
9-1100-412-00-090-001-0-	535	DISTRICT CLERK -	POSTAGE	10,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to replace funds that were removed on 02/17/09 and 02/24/09 used to replenish the District Clerk Trust Account with the understanding that the Dept. of Budget & Mgmt. would be reimbursed at a later date.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**Interfund transfer
CC REGULAR**

Date: 09/22/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

TxDOT (1315):
a. Approval of 2009 interfund transfer from CO's 2009 Drainage Improvement project (1339) to TxDOT (1315) in the amount of \$531,455.13 to fund project expenditures.

CO's 2002 (1332):
b. Approval of 2009 interfund transfer from TxDOT (1315) to CO's 2002 Pct No.2 (1332) in the amount of \$531,455.13 to fund project expenditures.

BACKGROUND

Partial Funding for Pct No.2 Administrative Complex

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1332-491-01-000-315-0-891
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
available balance of \$532,132.53 as of 09/18/09.

FISCAL YEAR: 9 **ACCT. #:** 9-1339-431-00-122-034-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 09/18/09.

Attachments

Link: [interfund 1332](#)
Link: [interfund 1339](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Roland Garcia (Originator)	Rolando Garcia	09/18/2009 05:13 PM	APRV
2		Budget & Management	Erika Zamora	09/18/2009 05:21 PM	APRV

3 Auditor's Office

09/18/2009 05:39 PM NEW

Form Started By: Rolando Garcia

Started On: 09/17/2009 10:06
AM

Final Approval Date: 09/18/2009

DATE: September 17, 2009

DEPARTMENT HEAD: Raul Silguero

2009

DEPARTMENT NAME: Department of Budget & Management for:
CO's 2002 Pct. No.2 Tax Office Bldgs

AI-17570



ACCOUNT NUMBER: 9-1332-415-15-122-042-0-720

CONTACT PERSON: Rolando Garcia Jr. PHONE: 292-7025 ext. 5761

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	531,455.13
9-1332-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	(531,455.13)
9-1315-391-01-000-332-0-000	TRANSFERS IN-CERT OF OBLIG, 2002	(531,455.13)
9-1315-431-00-122-016-0-711	TXDOT-"I" ROAD-ROW	(181,945.30)
9-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	(218,122.52)
9-1315-431-00-122-016-0-732	TXDOT-"I" ROAD-BRIDGES	(8,000.00)
9-1315-431-00-122-016-0-841	TXDOT-"I" ROAD-AID TO GOVT AGENCY	(32,206.76)
9-1315-431-00-122-028-0-711	TXDOT-S. MCCOLL ROAD-ROW	(45,590.28)
9-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	(45,590.27)
TOTAL BUDGET INCREASE (DECREASE)		(531,455.13)

REASON: To exchange funding sources for the above TxDOT projects from 1332 to 1339 in order to fund Pct No.2 Administrative Complex Bldgs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: September 17, 2009

DEPARTMENT HEAD: Raul Silguero

2009



DEPARTMENT NAME: Department of Budget & Management for:
CO's 2002 Pct. No.2 Tax Office Bldgs

AI-17570

ACCOUNT NUMBER: 9-1315-431-00-122-016-0-XXX

CONTACT PERSON: Rolando Garcia Jr.

PHONE: 292-7025 ext. 5761

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1339-431-00-122-034-0-890	CO2009-PCT2 DRAIN IMPRV-OTHER	(531,455.13)
9-1339-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	531,455.13
9-1315-391-01-000-339-0-000	TRANSFERS IN-CERT OF OBLIG, 2009	531,455.13
9-1315-431-00-122-016-0-711	TXDOT-"I" ROAD-ROW	181,945.30
9-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	218,122.52
9-1315-431-00-122-016-0-732	TXDOT-"I" ROAD-BRIDGES	8,000.00
9-1315-431-00-122-016-0-841	TXDOT-"I" ROAD-AID TO GOVT AGENCY	32,206.76
9-1315-431-00-122-028-0-711	TXDOT-S. MCCOLL ROAD-ROW	45,590.28
9-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,590.27
TOTAL BUDGET INCREASE (DECREASE)		531,455.13

REASON: To exchange funding sources for the above TxDOT projects from 1332 to 1339 in order to fund Pct No.2 Administrative Complex Bldgs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17575

24.E.1.

2009 Appropriation for Workers' Comp (2202)

CC REGULAR

Date: 09/22/2009
Submitted By: Olga Garza, BUDGET & MANAGEMENT
Submitted For: Flora Vazquez, Workers' Compensation
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management
Purchasing only: Budget Appropriations

Information

CAPTION

DBM - Workers' Comp. (2202):
Approval of 2009 appropriation of funds into Workers' Compensation (program #062) in the amount of \$1,200.00 and Headstart Workers' Compensation (program #063) in the amount of \$2,200.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-2202-419-50-115-06X-0-33X
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation in the total amount of \$3,400.00 (\$1,200.00 appropriated to program 062-object 331, and \$2,200.00 appropriated to program 063-object 333). Funding available in Workers Comp (2202) fund balance as of 09/17/09.

Attachments

Link: [2009 BA Form \(W/C Fund 2202\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	09/17/2009 04:22 PM	APRV
2	Budget & Management	Erika Zamora	09/17/2009 04:27 PM	APRV
3	Olga Garza	Olga Garza	09/17/2009 04:34 PM	APRV
4	Erika Zamora	Erika Zamora	09/18/2009 01:46 PM	APRV
5	Auditor's Office	Linda Fong	09/18/2009 02:27 PM	APRV
6	Purchasing Department	Marty Salazar	09/18/2009 04:08 PM	APRV

Form Started By: Olga Garza
Started On: 09/17/2009 02:19 PM

Final Approval Date: 09/18/2009

DATE: September 17, 2009

2009
Appropriation



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Workers' Compensation Division (2202)

ACCOUNT NUMBER: 9-2202-419-50-115-06X-0-33X

Contact: Olga Garza Ph#: (956) 292-7025 Ext. 5427

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
9-2202-419-50-115-062-0-331	CSA W/C-PHYSICIAN SERVICES	1,200.00
9-2202-419-50-115-063-0-333	HEADSTART W/C-LEGAL SERVICES	2,200.00
	TOTAL BUDGET INCREASE (DECREASE)	\$ 3,400.00

REASON: To appropriate funding in the amount of \$3,400.00 into CSA W/C-PHYSICIAN SERVICES and HEADSTART W/C-LEGAL SERVICES to negative balances and through the end of 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

09/22/09
CC DATE

ATTEST COUNTY CLERK

AI-17578

24.E.2.

Precinct #3 Appropriation

CC REGULAR

Date: 09/22/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Norma Ceballos
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 R & B (1203):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received by C.K. and Coylie Koelle for road construction of Iowa Road (1000 ft north of 8 mile line).
b. Approval of 2009 appropriation of funds into Precinct No. 3 P/U Rd (program no. 005) in the amount of \$9,000.00 to fund road construction expenditures.

BACKGROUND

Donation received from C.K. and Coylie Koelle, receipt #131852.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$9,000.00 into Pct. #3 P/U - Roads.

Revenue Account No. 9-1203-364-00-000-000-0-000 "R&B Pct. 3 Contributions & Donations".

Attachments

Link: [Certification of Revenues](#)

Link: [Appropriation](#)

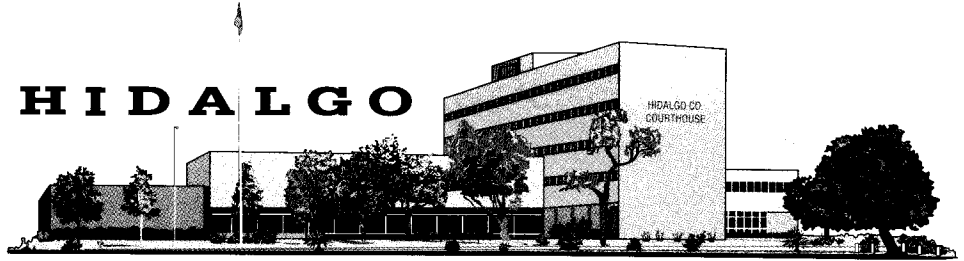
Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	09/17/2009 04:12 PM	APRV
2		Manuel Chapa	Manuel Chapa	09/18/2009 08:17 AM	APRV
3		Auditor's Office	Linda Fong	09/18/2009 03:17 PM	APRV
4		Purchasing Department	Marty Salazar	09/18/2009 04:07 PM	APRV

Form Started By: Perla Lopez

Started On: 09/17/2009 02:55 PM

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

September 17, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a donation in the amount of \$9,000.00 from C.K. and Coylie Koelle. Said donation was approved by Commissioners Court on September 15, 2009. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

9/17/09

Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. RODOLFO DELGADO JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 138TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. JUAN R. PARTIDA JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 388TH D.C. AIDA SALINAS FLORES JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. JESSE CONTRERAS JUDGE, 449TH D.C.



Receipt No 31852
Date 09-15-2009

Old Ref. No.

Batch No 9 9158
Bank No 02

Customer
Received From C.K. KOELLE OR COYLIE KOELLE

Totals

Mailing Name
Address

Cash		Credit
Check	9,000.00	Memo

Credits	Description	Account Number	Amount	Notation
	PCT.3 CONTRIBUTIONS & DONATIONS	9-1203-364-00-000-0-000	9,000.00	2895

Debits

	PCT.3 CONTRIBUTIONS & DONATIONS	9-1203-101-00-000-0-000	9,000.00	
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Account No 9-1203-364-00-000-000-0-000

Accounting Period 13

Period

YTD

228415

pg 09 1 0 -1

Acct. Year 9

Previous Year Info.

Description R&B PCT.3-CONTRIBUTIONS & DONATIONS

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
09	.00	.00	.00	9,000.00	9,000.00-
YTD	.00	.00	.00	9,000.00	9,000.00-
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	9,000.00	9,000.00-

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
September 15, 2009
1:30 P.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call
2. Pledge of Allegiance
3. Prayer
4. Approval of Consent Agenda – **ALL APPROVED**
5. Open Forum – **BRAD COWAN; GUSTAVO VELA; VIRGINIA TOWNSEND; FERN McCLAUGHERTY**
6. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:
 - A. Real Estate Acquisition
 - B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
 - C. Pending and/or potential litigation
 - D. **AI-17412** Claim of Guadalupe Guzman
 - E. **AI-17415** Claim of Baldemar Castillo
7. Open Session:
 - A. Real Estate Acquisition and appropriation for same – **NO ACTION**
 - B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project – **NO ACTION**
 - C. Pending and/or potential litigation – **NO ACTION**
 - D. **AI-17413** Claim of Guadalupe Guzman – **APPROVED \$1,325.91 SETTLEMENT; PAYABLE TO LAW OFFICES OF ROGELIO GARZA**
 - E. **AI-17416** Claim of Baldemar Castillo – **APPROVED \$1,250.00 SETTLEMENT**

2. Approval to amend (increase) the 2009 WIC Grant Program budget in the amount of 266,996.45. – **APPROVED**

18. Sheriff's Office - Chief Martinez:

A. **AI-17335** Approval of Sheriff/Constable Fee Schedule for Year 2010 – **NO ACTION**

B. **AI-17420** Requesting approval for the purchase of replacement cellular phones (HGAC Contract # CW05-02) assigned to Sheriff's Office Law Enforcement Division. – **APPROVED**

Description	Qty	Unit Price	Total
Blackberry Curve	1	\$ 49.99	\$49.99
Motorola Buzz	50	\$.99	\$49.50

C. **AI-17389** Approval to accept grant period extension for the Local Border Security Program grant administered by the Texas Border Sheriff's Coalition (TBSC). New termination date is August 31, 2010. – **APPROVED**

19. Right of Way - Joe Pena:

A. **AI-17404** Consideration and approval to purchase a certain tract of land described as Parcel # 21 a 3.02 acre tract of land out of lot 4 R. B. Curry Survey No. 4 for the Schunior Drain Extension - Cosme & Aminta Martinez – **APPROVED**

20. County Clerk's Office - Arturo Guajardo, Jr:

A. **AI-17385** Approval to select names for the 2009 Grievance Committee – **APPROVED; ROSARIO MENDIOLA; DANIEL GUZMAN; EDOLINA DAVIS; ERIC CISNEROS; BERTA GARZA, ERASMO CASTILLO; NORMA ROBLES; LOURDES GARCIA; VELMA MARTINEZ**

21. Precinct #3 - Comm. Flores:

A. **AI-17401** Requesting approval to accept participation from C.K. and Coylie Koelle in the amount of \$9,000.00 for road construction of Iowa Road 1000 ft north of 8 mile line. – **APPROVED**

22. Budget & Management - Raul Silguero Jr.:

A. **AI-17440** Tropical Texas Behavioral Health Center MHMR (1100):

1. Approval of 2009 interdepartmental transfer from Countywide Administration to Tropical Texas Center MHMR in the amount of \$157,162.50. – **APPROVED**

2. Approval of payment to Tropical Texas Behavioral Health Center MHMR for the fiscal year 2009 local contribution in the amount of \$534,825.00 in accordance with Texas Health & Safety Code Chapter 534 Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor. – **APPROVED**

B. Interdepartmental transfers:

1. **AI-17478** Certificates of Obligation, Series 2006 (1336): – **APPROVED**

Approval of interdepartmental transfer within C.O., 2006 from Precinct 2 - J.P./Constables Office to Precinct 4 - Trenton (I Road - FM 493) in the amount of \$500,000.00.

2. **AI-17405** Fire Marshal's (1100): – **APPROVED**

Approval of inter-departmental transfer from Alamo Fire Department (program 002) to La Joya Fire Department (program 009) in the total of \$10,000 to fund fire call expenditures.

DATE: August 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-731

2009
Appropriation

AI - 17578



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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

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
9-1203-431-00-123-005-0-731	Pct. 3 P/U Rd. - Roads	\$ 9,000.00
9-1203-364-00-000-000-0-000	R&B Pct. 3 Contributions & Donations	9,000.00
TOTAL BUDGET INCREASE (DECREASE)		9,000.00

REASON:
Appropriation of funds to cover construction expenditures of Iowa Road (1000 ft north of 8 mile line).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17454

24.F.1.

**Elections - Deletion of one (1) position and Reclassification of three (3) Positions
CC REGULAR**

Date: 09/22/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Elections Dept.
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Elections Dept. (1100)

a. Approval of deletion and/or reclassification of the following positions, reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules:

Action	Slot No.	Current Position Title	Proposed Position Title	Current Salary	Proposed Salary	Difference
Delete	0019	Data Processor I (vacant)	N/A	\$24,000.00	\$0.00	(\$24,000.00)
Reclassify	0011	Elections Specialist Assistant	Executive Assistant II	\$28,980.00	\$44,410.00	\$15,430.00
Reclassify	0015	Data Processor II	Administrative Assistant III	\$25,500.00	\$30,224.00	\$4,724.00
Reclassify	0086	Street Indexing Specialist	Elections Project Coordinator	\$34,000.00	\$37,109.00	\$3,109.00
					Total Adjustments:	(\$737.00)

b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from deletion of position.

Attachments

Link: PAR

Link: Fiscal Note

Link: [Revised Salary Schedule](#)

Link: [Reclassification Forms](#)

Link: [Job Descriptions](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Sylvia Solis	Sylvia Solis	09/17/2009 04:04 PM	APRV
2		Rosalinda Cantu	Rosie Cantu	09/18/2009 10:45 AM	APRV
3		Budget & Management	Erika Zamora	09/18/2009 11:48 AM	APRV
4		Rosalinda Cantu	Rosie Cantu	09/18/2009 01:42 PM	APRV
5		Auditor's Office	Linda Fong	09/18/2009 03:21 PM	APRV
6		Dina Trevino	Dina Trevino	09/18/2009 04:49 PM	APRV
7		Purchasing Department		09/18/2009 05:39 PM	NEW

Form Started By: Sylvia Solis

Started On: 09/11/2009 10:44 AM

Final Approval Date: 09/18/2009



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Elections (130)

DATE:
September 16, 2009

CURRENT POSITION TITLE:
Street Indexing Specialist

CURRENT SLOT. #:
001-0086

REQUESTED POSITION TITLE:
Elections Project Coordinator

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 34,000.00 \$ 37,109.00 \$ 3,109.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other Funds available from deletion of position.

POSITION Type:

Full Time Employee Part Time Employee
Object 113 Object 114

Enter hourly rate for temp. positions

Full Time Temporary Part Time Temporary
Object 121 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	<input type="checkbox"/>	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>Agustin Ramon</u> DEPARTMENT HEAD	<u>9/17/09</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>Rene Dominguez</u> HUMAN RESOURCES DIRECTOR	<u>9/17/09</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u>Rene Dominguez</u> DEPARTMENT OF BUDGET & MANAGEMENT	<u>9/17/09</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Elections (130)

DATE:
September 16, 2009

CURRENT POSITION TITLE:
Data Processor I

CURRENT SLOT. #:
001-0019

REQUESTED POSITION TITLE:
N/A

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other DELETION OF POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 24,000.00 \$ 0.00 \$ (-24,000.00)
 Current Budgeted Salary Proposed Budgeted Salary 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 <input type="checkbox"/>	Exempt <input type="checkbox"/>			
Non-Exempt <input checked="" type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>			
N/A <input type="checkbox"/>	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

We are reorganizing the Elections dept. by lowering the number of data processors and requiring them to perform work outside their scope of work.

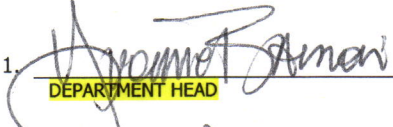
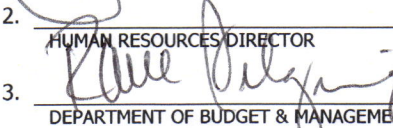
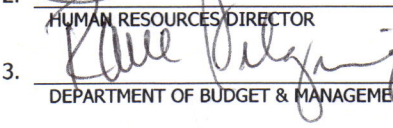
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	9/17/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	9/17/2009 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Elections (130)

DATE:
September 16, 2009

CURRENT POSITION TITLE:
Data Processor II

CURRENT SLOT. #:
001-0015

REQUESTED POSITION TITLE:
Administrative Assistant III

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 25,500.00 \$ 30,224.00 \$ 4,724.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other Funds available from deletion of position.

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 will require complex assistance in the maintenance of internal election records. This person must perform with minimal supervision and it is critical to be able to perform and prepare reports in reference to the policy and the law.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<i>Francis Berman</i> DEPARTMENT HEAD	9/17/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR <i>[Signature]</i>	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT <i>[Signature]</i>	9/17/2009 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, September 22, 2009

Agenda Item: 17454

Summary of request/proposal:

Elections is requesting approval to delete one(1) regular full-time Data Processor I position, slot no. 0019, budgeted salary \$24,000.00; reclassify slot no. 0011 from Elections Specialist Assistant, budgeted salary \$28,980.00 to Executive Assistant II, budgeted salary \$44,410.00; slot no. 0015 from Data Processor II, budgeted salary \$25,500.00 to Administrative Assistant III, budgeted salary \$30,224.00 and also slot no. 0086 from Street Indexing Specialist, budgeted salary \$34,000.00 to Elections Project Coordinator, budgeted salary \$37,109.00.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Data Processor I	N/A	0019	113	24,000.00	0.00	(24,000.00)
1100	Elections Specialist Assistant	Executive Assistant II	0011	113	28,980.00	44,410.00	15,430.00
1100	Data Processor II	Administrative Assistant III	0015	113	25,500.00	30,224.00	4,724.00
1100	Street Indexing Specialist	Elections Project Coordinator	0086	113	34,000.00	37,109.00	3,109.00
							(737.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9- 1100-414-00-130-001-0- 113	ELECTIONS - REG F/T EMPLOYEES	(\$194.84)
9- 1100-414-00-130-001-0- 211	ELECTIONS - HEALTH INSURANCE	(\$1,100.83)
9- 1100-414-00-130-001-0- 212	ELECTIONS - LIFE INSURANCE	(\$7.14)
9- 1100-414-00-130-001-0- 220	ELECTIONS - FICA	(\$14.91)
9- 1100-414-00-130-001-0- 230	ELECTIONS - RETIREMENT	(\$17.57)
9- 1100-414-00-130-001-0- 250	ELECTIONS - UNEMPLOYMENT COMP	(\$0.97)
9- 1100-414-00-130-001-0- 260	ELECTIONS - WORKER'S COMP	
	2009 Budgetary Impact	((\$1,336.26))

2010 Budgetary Impact: (\$5,056.02)

Possible Funding Sources: FUNDING FROM DELETED POSITION

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1100-414-00-130-001-0

AI - 174

ELECTIONS DEPT

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	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	112	ELECTIONS ADMINISTRATOR	70,000.00	0.00	70,000.00	0.05	3,500.00	0.00	73,500.00	73,500.00	0.00	0.00	0.00	0.00	0.00
0002	113	INFORMATION TECHNOLOGY MANAGER	59,933.00	0.00	59,933.00	0.05	2,997.00	0.00	62,930.00	62,930.00	360.00	0.00	0.00	0.00	0.00
0005	113	ELECTIONS SPECIALIST	37,500.00	0.00	37,500.00	0.05	1,875.00	0.00	39,375.00	39,375.00	420.00	0.00	0.00	0.00	0.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	31,116.00	0.00	31,116.00	0.05	1,555.80	0.00	32,671.80	32,672.00	0.00	0.00	0.00	0.00	0.00
0010	113	ACCOUNTING CLERK	27,445.00	0.00	27,445.00	0.05	1,372.00	3,183.00	32,000.00	32,000.00	1,860.00	0.00	0.00	0.00	0.00
		EXECUTIVE ASSISTANT II						16,081.00	44,410.00						
0011	113	ELECTIONS SPECIALIST ASSISTANT	26,980.00	0.00	26,980.00	0.05	1,349.00	651.00	28,980.00	28,980.00	300.00	0.00	0.00	0.00	0.00
0013	113	FIELD SERVICE SPECIALIST	26,301.00	0.00	26,301.00	0.05	1,315.00	685.00	28,301.00	28,301.00	0.00	0.00	0.00	0.00	0.00
0014	113	DATA PROCESSOR III	22,149.00	0.00	22,149.00	0.05	1,107.00	3,744.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00
		ADMINISTRATIVE ASSISTANT III						6,968.00	30,224.00						
0015	113	DATA PROCESSOR II	22,149.00	0.00	22,149.00	0.05	1,107.00	2,244.00	25,500.00	25,500.00	0.00	0.00	0.00	0.00	0.00
0016	113	DATA PROCESSOR II	19,424.00	0.00	19,424.00	0.05	971.00	5,105.00	25,500.00	25,500.00	0.00	0.00	0.00	0.00	0.00
0017	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00
0018	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00
		DELETE THE FOLLOWING POSITION:													
0019	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00
0020	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00
0021	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00
0022	113	DATA PROCESSOR I	19,424.00	0.00	19,424.00	0.05	971.00	3,605.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00
0085	113	EXECUTIVE ASSISTANT	40,000.00	0.00	40,000.00	0.05	2,000.00	0.00	42,000.00	40,950.00	1,260.00	0.00	0.00	0.00	0.00
		ELECTIONS PROJECT COORDINATOR						3,109.00	37,109.00						
0086	113	STREET INDEXING SPECIALIST	0.00	34,000.00	34,000.00	0	0.00	0.00	34,000.00	34,000.00	0.00	0.00	0.00	0.00	0.00
T095	121	DATA PROCESSOR	16,640.00	0.00	16,640.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00
T100	121	DATA PROCESSOR	16,640.00	0.00	16,640.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00
T103	121	DATA PROCESSOR	16,640.00	0.00	16,640.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00
0109	113	ACCOUNTANT II	0.00	40,404.00	40,404.00	0	0.00	0.00	40,404.00	38,220.00	0.00	0.00	0.00	0.00	0.00
TOTAL			549,461.00	74,404.00	623,865.00		24,974.80	63,400.00	797,824.80	658,848.00	4,200.00	0.00	0.00	0.00	0.00

- 1.) Approval to delete one(1) regular full-time Data Processor I position, slot no. 0019, budgeted salary \$24,000.00.
 - 2.) Approval to reclassify slot no. 0011 from Elections Specialist Assistant, budgeted salary \$28,980.00 to Executive Assistant II, budgeted salary \$44,410.00
 - 3.) Approval to reclassify slot no. 0015 from Data Processor II, budgeted salary \$25,500.00 to Administrative Assistant III, budgeted salary \$30,224.00.
 - 4.) Approval to reclassify slot no. 0086 from Street Indexing Specialist, budgeted salary \$34,000.00 to Elections Project Coordinator, budgeted salary \$37,109.00
- All personnel actions pending CC approval.

2009 ACTUAL TOTAL COMPENSATION
73,500.00
63,290.00
39,795.00
32,672.00
33,860.00
29,280.00
28,301.00
27,000.00
25,500.00
25,500.00
24,000.00
24,000.00
0.00
24,000.00
24,000.00
24,000.00
42,210.00
34,000.00
16,640.00
16,640.00
16,640.00
38,220.00
663,048.00

0.

09.00.



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: ELECTIONS DEPT.

REQUEST DATE: 09/16/09

DEPARTMENT NUMBER: 130

PROGRAM NUMBER: 001

CURRENT SLOT #: 0086

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

STREET INDEXING SPECIALIST

\$34,000.00

Classification/Position Title

Pay Grade/Salary

REQUESTED ADJUSTMENT:

ELECTIONS PROJECT COORDINATOR

\$37,109.00

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

ELECTIONS PROJECT COORDINATOR

\$37,109.00

Classification/Position Title

Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative

Date

County Treasurer Representative

Date


Budget & Management Representative

9/17/2009
Date



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: ELECTIONS DEPT.

REQUEST DATE: 09/16/09

DEPARTMENT NUMBER: 130

PROGRAM NUMBER: 001

CURRENT SLOT #: 0015

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

DATA PROCESSOR II

\$25,500.00

Classification/Position Title

Pay Grade/Salary

REQUESTED ADJUSTMENT:

ADMINISTRATIVE ASSISTANT III

\$30,224.00

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

ADMINISTRATIVE ASSISTANT III

\$30,224.00

Classification/Position Title

Pay Grade/Salary

COMMENTS:

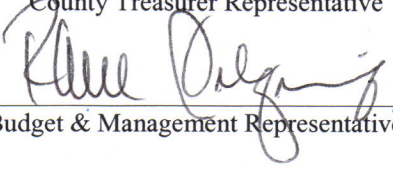
SIGNATURES

Human Resources Representative

Date

County Treasurer Representative

Date



Budget & Management Representative

9/17/2009

Date



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: ELECTIONS DEPT.

REQUEST DATE: 09/16/09

DEPARTMENT NUMBER: 130

PROGRAM NUMBER: 001

CURRENT SLOT #: 0011

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

ELECTIONS SPECIALIST ASSISTANT

\$28,980.00

Classification/Position Title

Pay Grade/Salary

REQUESTED ADJUSTMENT:

EXECUTIVE ASSISTANT II

\$44,410.00

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

EXECUTIVE ASSISTANT II

\$44,410.00

Classification/Position Title

Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative

Date

County Treasurer Representative

Date

Paul Pulgarin

Budget & Management Representative

9/17/2009

Date

deleted

HIDALGO COUNTY ELECTIONS DEPARTMENT

Job Title: Data Processor I

FLSA Status:

Non-Exempt

Dept. Code: 130-001

Civil Service Status:

Non-Exempt

SUMMARY:

Works closely with other data processors in an effort to perform the duties of processing voter registration questions to the public and election workers. Work is performed under the immediate direction of the Election Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Interpret and read city and county map boundaries.
- Provide public assistance in responding to telephone calls, questions, and requests for information.
- Regular attendance is a must.
- Ability to work well with others.
- Perform such other duties as may be assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED).
- One (1) year experience.
- Computer and data entry skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES

- 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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 or 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. Reasonable Accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time.
- operating assigned equipment.

Maintain mental capacity, which permits:

- making sound decisions and using good judgment.
- demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

- working closely with others.
- working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- making observations.
- reading and writing.
- operating assigned equipment.
- communicating with others.

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

ADDITIONAL DUTIES AND RESPONSIBILITY

Approved by CC 3/25/03

- Work closely with Voter registrar to maintain accurate and update voter registration files.
- Assist the Voter Registrar Assistant with projects assigned by Elections Administrator.
- Regular attendance is a must.
- Manual filing of voter registration applications.

old

HIDALGO COUNTY Elections Department

Job Title: Data Processor II	FLSA Status: Non - Exempt
Dept. Code: 130-001	Civil Service Status Non - Exempt

SUMMARY:

Will work closely with Data Processors I & III to perform the duties of processing voter registration applications and forms; will work with the public to answer questions and assist with public requests; will work closely with the Street Indexing Specialist to correct data entered. Work is performed under the immediate supervision and direction of the Elections Administrator and Executive Assistant.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Interpret and read city and county map boundaries for proper precinct locations;
- Perform street indexing on incorrect data entry such as addresses and precincts;
- Knowledgeable of Deputizing Program for public, business and organizations utilized in Voter Registration process;
- Assist the phone bank supervisor as needed during elections;
- Assist Election Specialist with mail-in ballots, provisional ballots, overseas ballots, and other duties as necessary;
- Be knowledgeable of election laws and policies;
- Assist with all Secretary of State Reports, such as, but not limited to DPS, cancellations, deceased, and felons;
- Assist with presentations and projects as assigned by the Elections Administrator and/or Executive Assistant;
- Maintain accurate and up to date voter registration data and files;
- Assist public either by telephone or in person with voter registration application information and elections information as needed;
- Provide public assistance in responding to telephone calls;
- Assist public with request information and questions;
- Perform manual filing and scanning of voter applications and forms;
- Must have good writing and communication skills;
- Must be well organized;
- Ability to work well with others including contractual entities, department employees, elected officials, and department heads;
- Assist the IT department in the Election's Warehouse in regards to voting equipment and election supplies;
- Perform other duties as may be assigned.

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 abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree GED;
- Must have excellent computer and data entry skills;
- Knowledgeable of Microsoft Office programs such as Word and Excel;
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES:

- Able to read maps and boundaries and acquire knowledge of county jurisdictional lines such as county, commissioner, Justice of the Peace, city and school districts, etc.;
- Ability to read, interpret and accept documents such as public requests;
- Ability to communicate effectively with staff and the public.

ADDITIONAL DUTIES

- During elections, must be available to work extended hours and/or weekends when necessary;
- Must be able to work under stressful and demanding conditions;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Regular attendance punctuality is a must.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to 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 thirty-five (35) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time;
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment;
- Demonstrating intellectual capabilities.

Effectively handle 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.

Old.

HIDALGO COUNTY Elections Department

Job Title:	Street Indexing Specialist	FLSA Status:	Non - Exempt
Dept No:	130-001	Civil Service Status:	Non-Exempt

SUMMARY:

Performs a variety of functions which follow established procedures and which may require some judgment and specialized subject knowledge such as advanced technological understanding of various programs and resources.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Ability to work with comma delimited and other file formats such as csv;
- Extensive knowledge of Microsoft Office Suite (Excel, Access)SQL;
- Computer and Network Troubleshooting: Hp Print Servers;;
- Ability to troubleshoot and repair printers or scanners;
- Knowledge of ArcGis Desktop; (geocoding), (gps);
- Act as a technical advisor regarding standard or innovative elements for IT and GIS technology transfer;
- Assist in the determination of IT and GIS standards for Department, and any required modifications;
- Work closely with city and school officials on their boundaries to prepare on GIS System;
- Experience with plotter, printing in various sizes; laser and dot matrix printers and have knowledge of jurisdictional lines and outliers;
- Requires training of office staff on new technology and procedures to help in improving accuracy of voter registration entries;
- Work closely with the Voter Registration Department and generate and upload daily reports to the Secretary of State;
- Check State Validation listings, errors, rejects, plus DPS downloads and have knowledge of converting into database format which then requires Geo-coding;
- Work in a multi-task environment;
- Fulfill public information requests such as but not limited to voter lists and maps of jurisdictions, cities, schools, etc;
- Prepare and print all polling location maps for poll workers during elections and have knowledge of special maps such as split precincts, and overlapping boundaries;
- Must be able to work overtime when required;
- Must be flexible and available if assigned to perform other department duties for cross training;
- Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job;
- Must be able to perform consistently and effectively under extreme pressure;
- Must be observant of rules and safety procedures;

- Working hours may vary, especially during elections;
- Ability to work well with others;
- 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 Science degree and/or commensurate experience in information technology (IT);
- Geographical information system (GIS) technology preferred;
- Must have at least three (3) years experience in computer field or at least one (1) year experience in an Elections Department;
- Knowledge of industry standard hardware and software preferred;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;

OTHER SKILLS AND ABILITIES

- Ability to read and interpret document such as safety rules, operating and maintenance instructions and procedures manuals.
- Ability to fill out reports and answer correspondence.
- Ability to speak effectively before groups of customers and employees.
- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.
- Ability to compute rate, ration and percent to draw and interpret bar graphs.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables.
- 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 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;
- 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;

ADMINISTRATIVE ASSISTANT III**GRADE: 08****GENERAL DESCRIPTION**

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

EXECUTIVE ASSISTANT II

GRADE: 13

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

ELECTIONS PROJECT COORDINATOR

GENERAL DESCRIPTION

Provide intermediate-level PC technical support for all Election Department employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides intermediate-level PC technical support for all Election Department employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the Election Department

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against Election Department purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate Degree in Computer related field. Four (4) years of related experience. Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures preferred.

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

AI-17507

24.F.2.

**Building Minor Structure/Facilities Management Department: Organizational Realignment
CC REGULAR**

Date: 09/22/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Facilities Management Department
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

- Building Minor Structures/ Facilities Management Dept. (1100):
- a. Discussion, consideration and approval to change the funding source for the Building Minor Structure (220-002) to the Facilities Management Department (220-001) as part of the organizational realignment of the department. Effective next full pay period.
 - b. Approval of 2009 interdepartmental transfer.
 - c. Approval of revised salary schedule.

BACKGROUND

After CC approval, employee change of status forms to reflect court action will follow effective 09/28/2009.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1100-419-40-220-00X-0-XXX
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Funds available as of 09/16/09; pending interdepartmental transfer.

Attachments

- Link: [Fiscal Note](#)
- Link: [Interdepartmental Transfer](#)
- Link: [PARs](#)
- Link: [Old - revised salary schedule](#)
- Link: [New - revised salary schedule](#)
- Link: [Job Description](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	09/17/2009 04:57 PM	APRV

2	Rosalinda Cantu	Rosie Cantu	09/18/2009 04:27 PM	APRV
3	Budget & Management	Erika Zamora	09/18/2009 04:31 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	09/18/2009 04:50 PM	APRV
5	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Sylvia Solis

Started On: 09/15/2009 11:26 AM

Final Approval Date: 09/18/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

*Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Da Tuesday, September 22, 2009

Agenda Item: 17507

Summary of request/proposal:

Facilities Management Department is requesting approval to change the funding source for the Building Minor Structure Department (220-002) to the Facilities Management Department (200-001) as part of the organizational realignment of the department. Effective next full pay period. Which includes the transfer of positions and employees from 220-002 to 220-001, pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Carpenter/ Painter	0001	113	31,513.00	0.00	(31,513.00)
1100	Carpenter/ Painter	0002	113	31,022.00	0.00	(31,022.00)
1100	Carpenter/ Painter	0003	113	29,934.00	0.00	(29,934.00)
1100	Carpenter/ Painter	0004	113	28,522.00	0.00	(28,522.00)
1100	Carpenter/ Painter	0005	113	28,000.00	0.00	(28,000.00)
1100	Carpenter/ Painter	0006	113	23,891.00	0.00	(23,891.00)
1100	Carpenter/ Painter	0007	113	23,781.00	0.00	(23,781.00)
1100	Carpenter/ Painter	0008	113	23,781.00	0.00	(23,781.00)
1100	Carpenter/ Painter	0009	113	23,781.00	0.00	(23,781.00)
1100	Carpenter/ Painter	0010	113	22,800.00	0.00	(22,800.00)
1100	Carpenter/ Painter	0011	113	22,800.00	0.00	(22,800.00)
TOTAL				289,825.00	0.00	(289,825.00)

Budgetary Impact (Building Minor Structures):

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-419-40-220-002-0- 113	BLDG MINOR STRUCTURE - REG F/T EMPLOYEES	(\$76,620.40)
9-1100-419-40-220-002-0- 115	BLDG MINOR STRUCTURE - LONGEVITY	(\$959.50)
9-1100-419-40-220-002-0- 211	BLDG MINOR STRUCTURE - HEALTH INSURANCE	(\$12,109.13)
9-1100-419-40-220-002-0- 212	BLDG MINOR STRUCTURE - LIFE INSURANCE	(\$78.54)
9-1100-419-40-220-002-0- 220	BLDG MINOR STRUCTURE - FICA	(\$5,861.46)
9-1100-419-40-220-002-0- 230	BLDG MINOR STRUCTURE - RETIREMENT	(\$6,911.16)
9-1100-419-40-220-002-0- 250	BLDG MINOR STRUCTURE - UNEMPLOYMENT COMP	(\$383.10)
9-1100-419-40-220-002-0- 260	BLDG MINOR STRUCTURE - WORKER'S COMP	
2009 Budgetary Impact		(\$102,923.29)

2010 BUDGETARY IMPACT: N/A

Possible Funding Sources: N/A

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Carpenter/ Painter	0090	113	0.00	31,513.00	31,513.00
1100	Carpenter/ Painter	0091	113	0.00	31,022.00	31,022.00
1100	Carpenter/ Painter	0092	113	0.00	29,934.00	29,934.00
1100	Carpenter/ Painter	0093	113	0.00	28,522.00	28,522.00
1100	Carpenter/ Painter	0094	113	0.00	28,000.00	28,000.00
1100	Carpenter/ Painter	0095	113	0.00	23,891.00	23,891.00
1100	Carpenter/ Painter	0096	113	0.00	23,781.00	23,781.00
1100	Carpenter/ Painter	0097	113	0.00	23,781.00	23,781.00
1100	Carpenter/ Painter	0098	113	0.00	23,781.00	23,781.00
1100	Carpenter/ Painter	0099	113	0.00	22,800.00	22,800.00
1100	Carpenter/ Painter	0100	113	0.00	22,800.00	22,800.00
TOTAL				0.00	289,825.00	289,825.00

Budgetary Impact (Facilities Management Dept.):

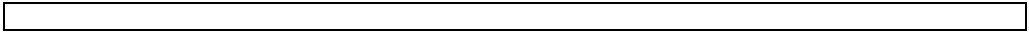
INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-419-40-220-001-0- 113	FACILITIES MGMT DEPT. - REG F/T EMPLOYEES	\$76,620.40
9-1100-419-40-220-001-0- 115	FACILITIES MGMT DEPT. - LONGEVITY	\$959.50
9-1100-419-40-220-001-0- 211	FACILITIES MGMT DEPT. - HEALTH INSURANCE	\$12,109.13
9-1100-419-40-220-001-0- 212	FACILITIES MGMT DEPT. - LIFE INSURANCE	\$78.54
9-1100-419-40-220-001-0- 220	FACILITIES MGMT DEPT. - FICA	\$5,861.46
9-1100-419-40-220-001-0- 230	FACILITIES MGMT DEPT. - RETIREMENT	\$6,911.16
9-1100-419-40-220-001-0- 250	FACILITIES MGMT DEPT. - UNEMPLOYMENT COMP	\$383.10
9-1100-419-40-220-001-0- 260	FACILITIES MGMT DEPT. - WORKER'S COMP	
2009 Budgetary Impact		\$102,923.29

2010 BUDGETARY IMPACT: \$ 335,396.96

**Possible Funding Sources: Building Minor Structure Funds
 (Funds from transferred positions)**

Budget Office Recommendation:

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DATE: September 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Management Department

ACCOUNT NUMBER: 9-1100-419-40-220-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis

PHONE: (956) 292-7025 Ext. 5423

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		
9-1100-419-40-220-002-0- 113	BLDG MINOR STRUCTURE - REG F/T EMPLOYESS	(76,620.40)
9-1100-419-40-220-002-0- 115	BLDG MINOR STRUCTURE - LONGEVITY	(957.00)
9-1100-419-40-220-002-0- 211	BLDG MINOR STRUCTURE - HEALTH INSURANCE	(11,069.30)
9-1100-419-40-220-002-0- 212	BLDG MINOR STRUCTURE - LIFE INSURANCE	(118.80)
9-1100-419-40-220-002-0- 220	BLDG MINOR STRUCTURE - FICA	(5,861.46)
9-1100-419-40-220-002-0- 230	BLDG MINOR STRUCTURE - RETIREMENT	(6,911.16)
9-1100-419-40-220-002-0- 250	BLDG MINOR STRUCTURE - UNEMPLOYMENT COMP	(383.10)
9-1100-419-40-220-002-0- 260	BLDG MINOR STRUCTURE - WORKER'S COMP	(349.91)
9-1100-419-40-220-002-0- 343	BLDG MINOR STRUCTURE - LAUNDRY & DRY CLEANING	(1,000.00)
9-1100-419-40-220-002-0- 583	BLDG MINOR STRUCTURE - TRAVEL OUT OF COUNTY	(3,000.00)
9-1100-419-40-220-002-0- 584	BLDG MINOR STRUCTURE - REGISTRATION FEES	(1,000.00)
9-1100-419-40-220-002-0- 626	BLDG MINOR STRUCTURE - GASOLINE/ DIESEL	(14,000.00)
9-1100-419-40-220-002-0- 640	BLDG MINOR STRUCTURE - REFERENCE MATERIALS	(2,000.00)
9-1100-419-40-220-002-0- 664	BLDG MINOR STRUCTURE - OTHER MINOR EQUIPMENT	(667.54)
9-1100-419-40-220-002-0- 672	BLDG MINOR STRUCTURE - EQ & VEH R&M SUPPLIES	(9,256.42)
9-1100-419-40-220-002-0- 679	BLDG MINOR STRUCTURE - OTHER R&M SUPPLIES	(500.00)
TO		
9-1100-419-40-220-001-0- 113	FACILITIES MGMT DEPT. - REG F/T EMPLOYESS	76,620.40
9-1100-419-40-220-001-0- 115	FACILITIES MGMT DEPT. - LONGEVITY	957.00
9-1100-419-40-220-001-0- 211	FACILITIES MGMT DEPT. - HEALTH INSURANCE	11,069.30
9-1100-419-40-220-001-0- 212	FACILITIES MGMT DEPT. - LIFE INSURANCE	118.80
9-1100-419-40-220-001-0- 220	FACILITIES MGMT DEPT. - FICA	5,861.46
9-1100-419-40-220-001-0- 230	FACILITIES MGMT DEPT. - RETIREMENT	6,911.16
9-1100-419-40-220-001-0- 250	FACILITIES MGMT DEPT. - UNEMPLOYMENT COMP	383.10
9-1100-419-40-220-001-0- 260	FACILITIES MGMT DEPT. - WORKER'S COMP	349.91
9-1100-419-40-220-001-0- 343	FACILITIES MGMT DEPT. - LAUNDRY & DRY CLEANING	1,000.00
9-1100-419-40-220-001-0- 583	FACILITIES MGMT DEPT. - TRAVEL OUT OF COUNTY	3,000.00
9-1100-419-40-220-001-0- 584	FACILITIES MGMT DEPT. - REGISTRATION FEES	1,000.00
9-1100-419-40-220-001-0- 626	FACILITIES MGMT DEPT. - GASOLINE/ DIESEL	14,000.00
9-1100-419-40-220-001-0- 640	FACILITIES MGMT DEPT. - REFERENCE MATERIALS	2,000.00
9-1100-419-40-220-001-0- 664	FACILITIES MGMT DEPT. - OTHER MINOR EQUIPMENT	667.54
9-1100-419-40-220-001-0- 672	FACILITIES MGMT DEPT. - EQ & VEH R&M SUPPLIES	9,256.42
9-1100-419-40-220-001-0- 679	FACILITIES MGMT DEPT. - OTHER R&M SUPPLIES	500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To transfer all funds from Building Minor Structure (220-002) to Facilities Management Department (220-001) as part of the organizational realignment of the department.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
 Facilities Management Department (220-001)
 Building Minor Structure (220-002)

DATE:
 09/14/2009

CURRENT POSITION TITLE:
 Carpenter/ Painter

SLOT. #:
 (220-001) 0001 transfer-out
 (220-002) 0090 transfer-in

REQUESTED POSITION TITLE:
 Carpenter/ Painter

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:	\$	0.00	\$	31,513.00	\$	31,513.00
		Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

 Other
 Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
 No Additional funding Required.

POSITION Type:

Full Time Employee Object 113	<input checked="" type="checkbox"/>	Part Time Employee Object 114	<input type="checkbox"/>	
Full Time Temporary Object 121	<input type="checkbox"/>	Part Time Temporary Object 122	<input type="checkbox"/>	Enter hourly rate for temp. positions <hr style="width: 100%;"/> \$ _____ 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:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | | | |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Facilities Management Department (220-001)
Building Minor Structure (220-002)

DATE:
09/14/2009

CURRENT POSITION TITLE:
Carpenter/ Painter

CURRENT SLOT. #:
(220-001) 0002 transfer-out
(220-002) 0091 transfer-in

REQUESTED POSITION TITLE:
Carpenter/ Painter

REQUEST FOR:

- New Position Temporary Position Position Reclassification* Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 31,022.00 Proposed Budgeted Salary \$ 31,022.00 Net Change

Position to be funded from one of the following:

- Current Department Budget Annual Budget Cycle Will Require Additional Funds
- Other Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
No Additional funding Required.

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:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|--|---------------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____
DEPARTMENT HEAD | _____
DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. | _____
HUMAN RESOURCES DIRECTOR | _____
DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | _____
DEPARTMENT OF BUDGET & MANAGEMENT | _____
DATE | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | _____
COMMISSIONERS COURT APPROVAL | _____
DATE | _____ | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
 Facilities Management Department (220-001)
 Building Minor Structure (220-002)

DATE:
 09/14/2009

CURRENT POSITION TITLE:
 Carpenter/ Painter

SLOT. #:
 (220-001) 0003 transfer-out
 (220-002) 0092 transfer-in

REQUESTED POSITION TITLE:
 Carpenter/ Painter

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:
 \$ 0.00
 Current Budgeted Salary
 \$ 29,934.00
 Proposed Budgeted Salary
 \$ 29,934.00
 Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

 Other
 Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
 No Additional funding Required.

POSITION Type:

Full Time Employee Object 113	<input checked="" type="checkbox"/>	Part Time Employee Object 114	<input type="checkbox"/>	_____
Full Time Temporary Object 121	<input type="checkbox"/>	Part Time Temporary Object 122	<input type="checkbox"/>	\$ _____

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	<input type="checkbox"/>	Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | _____ | _____ |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Facilities Management Department (220-001)
Building Minor Structure (220-002)

DATE:
09/14/2009

CURRENT POSITION TITLE:
Carpenter/ Painter

SLOT. #:
(220-001) 0004 transfer-out
(220-002) 0093 transfer-in

REQUESTED POSITION TITLE:
Carpenter/ Painter

REQUEST FOR:

- New Position Temporary Position Position Reclassification* Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 28,522.00 Proposed Budgeted Salary \$ 28,522.00 Net Change

Position to be funded from one of the following:

- Current Department Budget Annual Budget Cycle Will Require Additional Funds

- Other Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
No Additional funding Required.

POSITION Type:

Full Time Employee Part Time Employee
Object 113 Object 114

Full Time Temporary Part Time Temporary
Object 121 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:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | _____ | _____ |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
 Facilities Management Department (220-001)
 Building Minor Structure (220-002)

DATE:
 09/14/2009

CURRENT POSITION TITLE:
 Carpenter/ Painter

SLOT. #:
 (220-001) 0005 transfer-out
 (220-002) 0094 transfer-in

REQUESTED POSITION TITLE:
 Carpenter/ Painter

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 \$ 28,000.00 \$ 28,000.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

 Other
 Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
 No Additional funding Required.

POSITION Type:

- Full Time Employee Part Time Employee
 Object 113 Object 114
- Full Time Temporary Part Time Temporary \$ _____
 Object 121 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 <input type="checkbox"/>		Exempt <input type="checkbox"/>		
Non-Exempt <input checked="" type="checkbox"/>		Non-Exempt <input checked="" type="checkbox"/>		
N/A <input type="checkbox"/>				

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | _____ | _____ |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
 Facilities Management Department (220-001)
 Building Minor Structure (220-002)

DATE:
 09/14/2009

CURRENT POSITION TITLE:
 Carpenter/ Painter

SLOT. #:
 (220-001) 0006 transfer-out
 (220-002) 0095 transfer-in

REQUESTED POSITION TITLE:
 Carpenter/ Painter

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 23,891.00 Proposed Budgeted Salary \$ 23,891.00 Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other
 Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
 No Additional funding Required.

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:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | _____ | _____ |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
 Facilities Management Department (220-001)
 Building Minor Structure (220-002)

DATE:
 09/14/2009

CURRENT POSITION TITLE:
 Carpenter/ Painter

CURRENT SLOT. #:
 (220-001) 0007 – 0009 trans-out
 (220-002) 0096 – 0098 trans-in

REQUESTED POSITION TITLE:
 Carpenter/ Painter

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other Transfer of position & employee

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$	0.00	\$	23,781.00 x 3	\$	71,343.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
- Other
 Funding transferred from Building Minor Structure (220-002) to Facilities Mgmt Dept. (220-001).
 No Additional funding Required.

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:				
Exempt	<input type="checkbox"/>	FLSA:		
Non-Exempt	<input checked="" type="checkbox"/>	Exempt	<input type="checkbox"/>	
N/A	<input type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | | |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

REALIGNMENT OF THE BUILDINGS & GROUND TO FACILITIES MANAGEMENT DEPT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|-----------------------------------|-------|-----------------------------------|------------------------------|-----------------------------|
| 1. | _____ | _____ | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | _____ | _____ |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1100-419-40-220-002-0

AI - 17507

BLDG MINOR STRUCTURE

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	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CARPENTER/PAINTER	29,513.00	0.00	29,513.00	0.00	1,476.00	524.00	31,513.00	31,513.00	540.00	0.00	0.00	0.00	0.00	32,053.00
0002	113	CARPENTER/PAINTER	29,022.00	0.00	29,022.00	0.00	1,451.00	549.00	31,022.00	31,022.00	640.00	0.00	0.00	0.00	0.00	31,662.00
0003	113	CARPENTER/PAINTER	27,934.00	0.00	27,934.00	0.00	1,397.00	603.00	29,934.00	29,934.00	780.00	0.00	0.00	0.00	0.00	30,714.00
0004	113	CARPENTER/PAINTER	26,522.00	0.00	26,522.00	0.00	1,326.00	674.00	28,522.00	28,522.00	480.00	0.00	0.00	0.00	0.00	29,002.00
0005	113	CARPENTER/PAINTER	26,000.00	0.00	26,000.00	0.00	1,300.00	700.00	28,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0006	113	CARPENTER/PAINTER	21,891.00	0.00	21,891.00	0.00	1,095.00	905.00	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0007	113	CARPENTER/PAINTER	21,781.00	0.00	21,781.00	0.00	1,089.00	911.00	23,781.00	23,781.00	1,320.00	0.00	0.00	0.00	0.00	25,101.00
0008	113	CARPENTER/PAINTER	21,781.00	0.00	21,781.00	0.00	1,089.00	911.00	23,781.00	23,781.00	0.00	0.00	0.00	0.00	0.00	23,781.00
0009	113	CARPENTER/PAINTER	21,781.00	0.00	21,781.00	0.00	1,089.00	911.00	23,781.00	23,781.00	0.00	0.00	0.00	0.00	0.00	23,781.00
0010	113	CARPENTER/PAINTER	20,800.00	0.00	20,800.00	0.00	1,040.00	960.00	22,800.00	22,800.00	0.00	0.00	0.00	0.00	0.00	22,800.00
0011	113	CARPENTER/PAINTER	20,800.00	0.00	20,800.00	0.00	1,040.00	960.00	22,800.00	22,800.00	0.00	0.00	0.00	0.00	0.00	22,800.00
			267,825.00	0.00	267,825.00		13,392.00	8,608.00	289,825.00	288,825.00	3,960.00	0.00	0.00	0.00	0.00	292,785.00

Approval to transfer-out the above position(s) and employee(s), slot no. 0001 through 0011, from Building Minor Structures (220-002) to Facilities Management Department (220-001). Pending CC approval. As per court action, Employee change of statuses reflecting the transfer of position and allowances will follow.

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

**9-1100-419-40-220-001-0
GENERAL GOV'T BUILDING**

AI - 17507

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	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0029	113	MAINTENANCE II	23,000.00	0.00	23,000.00	0.05	1,150.00	850.00	25,000.00	25,000.00	420.00	0.00	0.00	0.00	0.00	25,420.00
0030	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0031	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,611.00	1,020.00	0.00	0.00	0.00	0.00	23,631.00
0032	113	MAINTENANCE	20,611.00	0.00	20,611.00	0.05	1,031.00	969.00	22,611.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,945.00
0033	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0034	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,031.00	969.00	22,611.00	22,611.00	1,020.00	0.00	0.00	0.00	0.00	23,631.00
0035	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0036	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0037	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0040	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0041	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0042	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0044	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,885.00
0045	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0047	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0048	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0049	113	MAINTENANCE	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0050	113	MAINTENANCE	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0051	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	300.00	0.00	0.00	0.00	0.00	22,645.00
0052	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0053	113	MAINTENANCE	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0054	113	MAINTENANCE II	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	25,000.00	660.00	0.00	0.00	0.00	0.00	25,660.00
0055	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,825.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1100-419-40-220-001-0
GENERAL GOV'T BUILDING

AI - 17507

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	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0084	113	MECHANIC I	0.00	21,725.00	21,725.00	0.05	1,086.00	914.00	23,725.00	23,725.00	0.00	0.00	0.00	0.00	0.00	23,725.00
0085	113	MAINTENANCE I	0.00	21,635.00	21,635.00	0.05	1,082.00	918.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0086	113	MAINTENANCE I	0.00	23,236.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0087	113	MAINTENANCE I	0.00	23,032.00	23,032.00	0.05	1,152.00	848.00	25,032.00	25,032.00	300.00	0.00	0.00	0.00	0.00	25,332.00
0088	113	MAINTENANCE II	0.00	21,635.00	21,635.00	0.05	1,082.00	918.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0089	113	MAINTENANCE III	0.00	31,517.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	420.00	0.00	0.00	0.00	0.00	33,513.00
0090	113	CARPENTER/PAINTER	0.00	31,513.00	31,513.00	0	0.00	0.00	31,513.00	0.00	540.00	0.00	0.00	0.00	0.00	0.00
0091	113	CARPENTER/PAINTER	0.00	31,022.00	31,022.00	0	0.00	0.00	31,022.00	0.00	840.00	0.00	0.00	0.00	0.00	0.00
0092	113	CARPENTER/PAINTER	0.00	29,934.00	29,934.00	0	0.00	0.00	29,934.00	0.00	780.00	0.00	0.00	0.00	0.00	0.00
0093	113	CARPENTER/PAINTER	0.00	28,522.00	28,522.00	0	0.00	0.00	28,522.00	0.00	480.00	0.00	0.00	0.00	0.00	0.00
0094	113	CARPENTER/PAINTER	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0095	113	CARPENTER/PAINTER	0.00	23,891.00	23,891.00	0	0.00	0.00	23,891.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0096	113	CARPENTER/PAINTER	0.00	23,781.00	23,781.00	0	0.00	0.00	23,781.00	0.00	1,320.00	0.00	0.00	0.00	0.00	0.00
0097	113	CARPENTER/PAINTER	0.00	23,781.00	23,781.00	0	0.00	0.00	23,781.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0098	113	CARPENTER/PAINTER	0.00	23,781.00	23,781.00	0	0.00	0.00	23,781.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0099	113	CARPENTER/PAINTER	0.00	22,800.00	22,800.00	0	0.00	0.00	22,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0100	113	CARPENTER/PAINTER	0.00	22,800.00	22,800.00	0	0.00	0.00	22,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,908,260.00	432,605.00	2,340,865.00		102,553.45	69,068.15	2,512,486.60	2,092,471.00	25,500.00	0.00	0.00	0.00	0.00	2,114,131.00

Approval to transfer-in the above position(s) and employee(s), slot no. 0090 through 0100, from Building Minor Structures (220-002) to Facilities Management Department (220-001). Pending CC approval. As per court action, Employee change of statuses reflecting the transfer of position and allowances will follow.

HIDALGO COUNTY MINOR STRUCTURE

Job Title: Carpenter/Painter **FLSA Status:** Non-Exempt

Dept No: 220 **Civil Service Status:** Non-Exempt

SUMMARY:

To perform skilled work in the area of construction, alteration, repair and installation of fixtures, buildings, and structures throughout the County of Hidalgo. Maintains county structures and furniture in a safe condition.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plan and completes construction of cabinets, shelves, and partitions.
- Must be able to assemble furniture using instructions, plans, specifications and work orders.
- Selects material and hardware and makes time and material estimates.
- Repair and replaces doors, windows, flooring, ceiling materials, glass, building hardware, screens, plastic laminate, etc.
- Constructs and repairs outdoor equipment including fences, gates, etc.
- Detects needed repairs on buildings, grounds and equipment by following inspection procedures.
- Replaces, repairs and finishes furniture, cabinets, fixtures, woodwork, etc.
- Receive and completes work orders.
- Maintains accurate records on material and labor used.
- Maintain inventory of county owned tools, equipment and materials.
- Inspects jobs upon completion and ensures areas are clean.
- Paints.
- Regular attendance.
- Ability to work well with others.
- Performs such other duties as may be assigned.

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 EXPERIENCE:

- High School Diploma or GED preferred
- Three (3) years experience as a skilled carpenter/painter -- preferred
- Must be able to read and write English

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must have a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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 regularly 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, kneel, crouch, or crawl

The employee must occasionally lift and/or move over one-hundred (100) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The employee regularly works near moving mechanical parts. The employee frequently works in high, precarious places and is occasionally exposed to extreme heat. The employee occasionally works in outside weather conditions and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

AI-17512

24.F.3.

**Request for new Accounts Payable Clerk position (R&B)
CC REGULAR**

Date: 09/22/2009
Submitted By: Janie Alejos, COMM. PCT. #4
Submitted For: Janie Alejos
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Pct. #4 R&B (1204)
a. Approval to create one (1) regular full-time Accounts Payable Clerk position, slot # 0056, budgeted salary \$22,345 per year.
b. Approval of intradepartmental transfer
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-260
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$26,200.74 available balance as of 09/17/09. rc

Attachments

Link: [A/P Clerk Job Description](#)
Link: [PAR](#)
Link: [FISCAL NOTE](#)
Link: [Revised Salary Schedule](#)
Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/15/2009 04:10 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/16/2009 01:58 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/17/2009 02:28 PM	APRV
4	Sylvia Solis	Sylvia Solis	09/18/2009 03:45 PM	APRV
5	Auditor's Office	Linda Fong	09/18/2009 04:04 PM	APRV
6	Purchasing Department	Marty Salazar	09/18/2009 04:05 PM	APRV

Form Started By: Janie Alejos Started On: 09/15/2009 02:14 PM

Final Approval Date: 09/18/2009

HIDALGO COUNTY ROAD & BRIDGE PAVED/UNPAVED

Job Title: Accounts Payable Clerk

FLSA Status: Non-Exempt

Dept No: 121-124

Civil Service Status: Non-Exempt

SUMMARY:

Responsible for the Precinct's budget, processing of requisitions, obtaining purchase Orders, reviewing and processing invoices, maintaining proper ledgers and must familiarize with Hidalgo County Purchasing policies.

Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and verifies purchase order for payment of bills.
- Posts receipt and/or disbursements to appropriate ledger(s), journals, and /or reports that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and /or receipts by category and /or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing system.
- Depending upon the department or division to which assigned, performs and combination of the following duties: secures documents, money and checks and may be responsible for cash received, identifies errors and makes necessary corrections.
- Prepares, maintains and verifies records and reports for mileage, fuel usage or other data.
- Answer telephone, responds to inquiries, refers caller to appropriate party or takes messages, or serves as back-up for receptionist.
- May maintain and inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Compiles budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures.
- Performs such other duties as may be assigned.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED); including or supplemented by bookkeeping or accounting courses; plus two years clerical and/or secretarial experience, at least one year of which involved bookkeeping or accounting; or
- Any equivalent combination of experience and training which provides the required knowledge skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability or demonstrated ability to learn to operate a computer, calculator, cash register, facsimile and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well-organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard word processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must have the ability to operate personal computer and other office equipment.
- Must be knowledgeable in computer accounting.

- 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 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;
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations;



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT. #4

DATE: 9/15/09

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #:

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE CLERK (007-0-056)
(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: \$ _____ \$ 22,345 \$ 22,345
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other SURPLUS MONIES FROM WITHIN 2009 R&B (9-1204-431-00-124-007-0-260)

POSITION Type:

Full Time Employee Part Time Employee _____
Object 113 Object 114

Enter hourly rate for temp. positions

Full Time Temporary Part Time Temporary \$ _____
Object 121 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	<input type="checkbox"/>	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE PRECINCT NEEDS ADDITION HELP WITH ACCOUNTS PAYABLE.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED JOB DESCRIPTION


POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

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

- | | | | | | |
|----|---|---------|-----------------------------------|------------------------------|-----------------------------|
| 1. | COMM. OSCAR L. GARZA, JR.  | 9/15/09 | | | |
| | DEPARTMENT HEAD | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. | _____ | _____ | | | |
| | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | _____ | _____ | | | |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | _____ | _____ | | | |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |

Hidalgo County
Department of Budget & Management
FISCAL NOTE

*Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, September 22, 2009

Agenda Item: 17512

Summary of request/proposal:

The Commissioner Precinct No. 4 Office is requesting approval to create one regular full-time Accounts Payable Clerk position, slot # 056, budgeted salary \$22,345 per year in the Road & Bridge dept.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1204	-	ACCOUNTS PAYABLE CLERK	0056	113	\$0.00	\$22,345.00	\$22,345.00
						TOTAL	\$22,345.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-007-0-	113	PCT4 P/U RD - REG F/T EMPLOYEES	\$6,249.75
9-1204-431-00-124-007-0-	211	PCT4 P/U RD - HEALTH INSURANCE	\$1,164.64
9-1204-431-00-124-007-0-	212	PCT4 P/U RD - LIFE INSURANCE	\$7.55
9-1204-431-00-124-007-0-	220	PCT4 P/U RD - FICA	\$478.11
9-1204-431-00-124-007-0-	230	PCT4 P/U RD - RETIREMENT	\$563.73
9-1204-431-00-124-007-0-	250	PCT4 P/U RD - UNEMPLOYMENT COMP	\$31.25
9-1204-431-00-124-007-0-	260	PCT4 P/U RD - WORKER'S COMP	\$0.00
		2009 Budgetary Impact	\$8,495.03

2010 Budgetary Impact: \$30,372.64

Possible Funding Sources:

WITHIN DEPT BUDGET/ INTRADEPT. TRANSFER

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1204-431-00-124-007-0

AI - 17512

Pct. 4 P/U RD

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	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASST	60,992.00	0.00	60,992.00	0.05	3,049.60	0.00	64,041.60	64,042.00	1,620.00	0.00	0.00	0.00	0.00	65,662.00
0002	113	FIELD/OP DIR	46,587.00	0.00	46,587.00	0.05	2,329.00	0.00	48,916.00	48,916.00	557.21	0.00	0.00	0.00	0.00	49,529.00
0003	113	SP/PROJ COORD	45,326.00	0.00	45,326.00	0.05	2,266.00	0.00	47,592.00	47,592.00	1,027.61	0.00	0.00	0.00	0.00	48,620.00
0004	113	A/P CLERK	40,408.00	0.00	40,408.00	0.05	2,020.00	0.00	42,428.00	42,428.00	1,337.28	0.00	0.00	0.00	0.00	43,765.00
0005	113	HEAVY EQ OP III	36,386.00	0.00	36,386.00	0.05	1,819.30	0.00	38,205.30	38,205.00	1,500.00	0.00	0.00	0.00	0.00	39,705.00
0006	113	CHIEF ADMINISTRATOR	34,400.00	0.00	34,400.00	0.05	1,720.00	0.00	36,120.00	36,120.00	853.98	0.00	0.00	0.00	0.00	36,974.00
0007	113	HEAVY EQ OP III	40,560.00	0.00	40,560.00	0.05	2,028.00	0.00	42,588.00	42,588.00	480.00	0.00	0.00	0.00	0.00	43,068.00
0008	113	HEAVY EQ OP III	35,866.00	0.00	35,866.00	0.05	1,793.30	0.00	37,659.30	37,659.00	900.00	0.00	0.00	0.00	0.00	38,559.00
0009	113	MECHANIC III	32,793.00	0.00	32,793.00	0.05	1,640.00	0.00	34,433.00	34,433.00	540.00	0.00	0.00	0.00	0.00	34,973.00
0010	113	HEAVY EQ OP II	31,273.00	0.00	31,273.00	0.05	1,563.65	0.00	32,836.65	32,837.00	1,380.00	0.00	0.00	0.00	0.00	34,217.00
0012	113	TRCK DRIVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRIVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	600.00	0.00	0.00	0.00	0.00	30,215.00
0014	113	TRCK DRIVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	960.00	0.00	0.00	0.00	0.00	30,575.00
0015	113	CLERK/RECEPTIONIST	27,242.00	0.00	27,242.00	0.05	1,362.10	637.90	29,242.00	29,242.00	360.00	0.00	0.00	0.00	0.00	29,602.00
0016	113	TRCK DRIVER II	26,812.00	0.00	26,812.00	0.05	1,341.00	659.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	26,771.00	0.00	26,771.00	0.05	1,338.55	661.45	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRIVER III	26,529.00	0.00	26,529.00	0.05	1,326.45	673.55	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	26,487.00	0.00	26,487.00	0.05	1,324.35	675.65	28,487.00	28,487.00	480.00	0.00	0.00	0.00	0.00	28,967.00
0020	113	HEAVY EQ OP II	26,398.00	0.00	26,398.00	0.05	1,319.90	680.10	28,398.00	28,398.00	480.00	0.00	0.00	0.00	0.00	28,878.00
0021	113	TRCK DRIVER III	26,320.00	0.00	26,320.00	0.05	1,316.00	684.00	28,320.00	28,320.00	0.00	0.00	0.00	0.00	0.00	28,320.00
0022	113	HEAVY EQ OP II	26,140.00	0.00	26,140.00	0.05	1,307.00	693.00	28,140.00	28,140.00	900.00	0.00	0.00	0.00	0.00	29,040.00
0023	113	HEAVY EQ OP II	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	480.00	0.00	0.00	0.00	0.00	28,186.00
0024	113	HEAVY EQ OP II	28,294.00	0.00	28,294.00	0.05	1,414.70	585.30	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00	30,294.00
0025	113	MAINTENANCE III	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	840.00	0.00	0.00	0.00	0.00	28,546.00
0026	113	MECHANIC I	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	420.00	0.00	0.00	0.00	0.00	28,126.00
0027	113	TIRE REPAIR	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	25,413.00	0.00	25,413.00	0.05	1,271.00	729.00	27,413.00	27,413.00	1,020.00	0.00	0.00	0.00	0.00	28,433.00
0029	113	HEAVY EQ OP II	24,090.00	0.00	24,090.00	0.05	1,204.00	796.00	26,090.00	26,090.00	360.00	0.00	0.00	0.00	0.00	26,450.00
0030	113	HEAVY EQ OP II	23,647.00	0.00	23,647.00	0.05	1,182.35	817.65	25,647.00	25,647.00	360.00	0.00	0.00	0.00	0.00	26,007.00
0031	113	MAINTENANCE II	23,556.00	0.00	23,556.00	0.05	1,177.80	822.20	25,556.00	25,556.00	480.00	0.00	0.00	0.00	0.00	26,036.00
0032	113	HEAVY EQ OP II	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	480.00	0.00	0.00	0.00	0.00	25,309.00
0034	113	HEAVY EQ OP I	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00
0035	113	HEAVY EQ OP II	21,808.00	0.00	21,808.00	0.05	1,090.00	910.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1204-431-00-124-007-0

AI - 17512

Pct. 4 P/U RD

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	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0036	113	HEAVY EQ OP II	24,308.00	0.00	24,308.00	0.05	1,215.40	784.60	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	MAINTENANCE II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0040	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.00	858.00	24,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0042	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	MAINTENANCE I	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0045	113	HEAVY EQUIPMENT OPERATOR II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRAFFIC SAFETY SPECIALIST II / MAINTENANCE	23,741.00	0.00	23,741.00	0.05	1,187.05	812.95	25,741.00	25,741.00	840.00	0.00	0.00	0.00	0.00	26,581.00
0049	113	TRAFFIC SAFETY SPECIALIST II / MAINTENANCE	23,741.00	0.00	23,741.00	0.05	1,187.00	813.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
0050	114	CUSTODIAN	15,023.00	0.00	15,023.00	0.05	751.15	0.00	15,774.15	15,774.00	0.00	0.00	0.00	0.00	0.00	15,774.00
0051	113	HEAVY EQUIPMENT OPERATOR II	25,329.00	0.00	25,329.00	0.05	1,266.45	733.55	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
A053	113	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	720.00	0.00	0.00	0.00	0.00	42,720.00
0055	113	ACCOUNTS PAYABLE CLERK	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	780.00	0.00	0.00	0.00	0.00	28,780.00
0056	113	ACCOUNTS PAYABLE CLERK	0.00	22,345.00	22,345.00	0	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			1,338,862.00	92,345.00	1,431,207.00		66,940.45	30,039.55	1,528,187.00	1,458,652.00	20,756.08	0.00	53,408.00	0.00	0.00	1,532,872.00

NEW ACCOUNTS PAYABLE CLERK POSITION, SLOT NO. 056 PENDING CC APPROVAL.

AI-17538

25.A.4.

GCR Application Update

CC REGULAR

Date: 09/22/2009

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval to complete and submit an upgrade credit application to the current account from GCR Tire Centers, awarded vendor through TXMAS 7-261020-55 for the Extension Service Department with authority for County Judge or Court Member to execute.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-461-00-380-001-0-672

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Purchases are on an as needed basis. Only updating credit application.
\$2,914.48 available balance as of 09/17/09. rc

Attachments

Link: [GCR Ext Svc Update Application](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2009 01:09 PM	APRV
2	Budget & Management	Erika Zamora	09/17/2009 01:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/17/2009 03:54 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 03:33 PM	APRV

Form Started By: Matilde Faz
Started On: 09/16/2009 11:22 AM

Final Approval Date: 09/18/2009

9/22/09
Regular
#17538



Hidalgo County
410 N. 13th Avenue
Edinburg, Texas 78539
(956)383-1026 -Phone
(956)383-1735 - Fax

Memo

To: Mr. Ramon Vela
Hidalgo County Purchasing Department

From: Patti Loya, Office Manager
Texas AgriLife Extension Service

Date: September 15, 2009

Subj.: **GCR Tire Center Credit Application**

As per our telephone conversation today, I am attaching the above reference application forms. I completed the information in which pertains to our department and left the rest blank.

Should you have any questions or need further information, please do not hesitate to call me at the above number.



200 East Highway 83
Pharr, TX 78577

Tel. (956) 787-5571
Fax (956) 787-1673

August, 2009

RE: Updating Credit Files

Dear Valued Customer,

In a recent audit of our customer files, we found it necessary to bring your file current by requesting an updated credit application and agreement.

Please complete the enclosed form and return to:

GCR Tire Center
200 E, Hwy. 83
Pharr, TX. 78577
Attn: Linda Hester

You may also return via fax to my attention at 956 787-1673, if you claim tax exemption, please provide an updated certificate for our records.

Thank you in advance for your prompt attention to this matter.

Best Regards,

Linda Hester

Linda Hester
Office & Credit Manager

*9/15/2009 - complete
As per Mr. Velazquez
what pertains to dept. he
will handle the rest.
JH*

STORE # 1134

GCR TIRE CENTERS

200 E. Highway 83 Pharr, TX. 78577 Tel. 956 787-5571 Fax 956 787-1673
COMMERCIAL ACCOUNT APPLICATION AND AGREEMENT
GCR Tire Centers, A Division of Bridgestone Americas Tire Operations LLC

Business Name Texas AgriLife Extension Service Phone (956)383-1026 Fax (956)383-1735
 Shipping Address _____ County Hidalgo D&B Rating _____
 Billing Address 410 N. 13th Ave-Edinburg, TX 78541
 Nature of Business Purchase tires Year Started _____ Number of Employees _____
 Parent Co Name Hidalgo County Address 100 E. Cano, Edinburg, TX 78539
 Affiliate Co Name _____ Address _____
 Number of Vehicles in Fleet: Large Trucks _____ Small Trucks _____ Pieces of Eqpt. _____ Autos _____
 A.P. Contact Person/Ext # Patti Loya Email: PLoya@ag.tamu.edu Purchase order required? YES
 Authorized Buyers Brad Cowan, Doug Denny, Patti Loya, Barbara Storz
 Tax Exempt XXyes no If yes, tax exemption number _____ Amount of Credit Requested _____
 Has customer/guarantor filed bankruptcy in past 5 yrs? _____ Defaulted on any indebtedness in past 5 years? _____

Corporation Date of Incorporation _____ State of Incorporation _____ Federal Tax ID Number _____
 Name and address of three Officers:
 Name 1 _____ 2 _____ 3 _____
 Title 1 _____ 2 _____ 3 _____
 Home Address 1 _____ 2 _____ 3 _____
 City, ST, Zip 1 _____ 2 _____ 3 _____

Partnership
 Name, Address and Social Security Number of All Partners.
 Name 1 _____ 2 _____ 3 _____
 Title 1 _____ 2 _____ 3 _____
 Home Address 1 _____ 2 _____ 3 _____
 City, ST, Zip 1 _____ 2 _____ 3 _____
 % of Ownership 1 _____ 2 _____ 3 _____
 Social Security # 1 _____ 2 _____ 3 _____

Proprietorship Name _____ Phone # _____ Social Security # _____
 Home address _____

Bank Reference
 Primary Bank Name _____ Phone # _____ Contact _____
 Bank Address _____ Type of Acct _____ Account # _____
 Secondary Bank Name _____ Phone # _____ Contact _____
 Bank Address _____ Type of Acct _____ Account # _____

Trade References Please provide four references where you have established credit.
 Name _____ Phone # _____ Fax # _____ \$ Monthly Purchases _____
 1) _____
 2) _____
 3) _____
 4) _____
 (Tire Supplier)
 5) City & State of other established GCR Tire accounts: _____

Terms & Conditions on Reverse Side

Terms & Conditions

The undersigned (the "Customer") may desire to purchase goods and services from GCR Tire Centers, a Division of Bridgestone Americas Tire Operations LLC (the "Company") on account and agrees in consideration of the account to be bound by the following terms and conditions. Neither the Customer nor the Company shall have any obligation to sell or purchase or to continue to sell or purchase goods or services. However, all sales and purchases actually made shall be governed by this Agreement. This Agreement shall be effective only when accepted by the Company by making of a sale on account to the Customer.

The Company will mail to the Customer a statement of the Customer's account reflecting purchases, charges, and credits through the 20th of the month. This statement will be deemed to be correct and accepted is rendered unless Customer notifies the Company in writing within 15 days following the statement date of any errors in such statement. The Customer shall pay to the Company the Total Due on the Company's monthly statement by the 10th day of the month following the statement date (the "Date Due") and that portion of the Total Due not paid prior to the following 20th will become delinquent. The Customer agrees to pay a delinquency charge which shall be computed by applying a periodic rate of 1.5% per month to the delinquent portion of the Customer's account (excluding delinquency charges) indicated on each statement. Unless otherwise specified in writing by the customer, all payments and credits shall be applied first to accrued and unpaid delinquency charges and second to charges for goods and services commencing with the oldest charge indicated on the statement. The Customer's willingness to pay delinquency charges shall not affect its obligation to make all payments on or before the Due Date.

In the event the Company brings suit to enforce any of the obligations of the Customer hereunder, the Customer hereby waives any venue objections, and hereby consents to venue as set forth by the Company. Furthermore, the Customer agrees to pay the Company's reasonable collection costs, attorney's fees and court costs incurred in connection with such suit, in an amount to be fixed by the court.

The Customer may be required to supply the Company with purchase orders, correct delivery addresses and project information, and a list of employees permitted to order, pick-up and sign for goods and services provided by the Company. The Customer assumes liability for the materials at the time of delivery whether or not a representative is on hand to acknowledge receipt of said materials.

The Customer agrees that the terms of the Credit Application and the amount of credit extended to the Customer may be modified, from time to time, without relieving the undersigned from the obligations set forth in this Agreement.

To induce the Company to enter this Agreement, the Customer has furnished bank and trade references for the purpose of establishing creditworthiness. The Company is authorized by the Customer to contact and obtain from such references information concerning customer's creditworthiness and to acquire credit reports on the Customer, and if applicable, the principal owners, partners or directors. In the event a financial statement is provided by the Customer, the Customer represents to the Company that there are no liabilities of the Customer, direct or indirect, fixed or contingent, as of the date of such financial statement, which are not reflected thereon.

Dated this _____ day of _____ 20_____

Signature

Title

Note: The signature above must be that of an authorized corporate officer, partner, or sole proprietor, in order to process this application.

CONTINUING GUARANTEE: The undersigned (the Guarantors") personally and individually, jointly and severally, unconditionally guarantee and promise to pay the Company, on demand, any and all present and future indebtedness, obligations and liabilities of the Customer and a separate action may be brought against any one or more of the Guarantors whether or not action is brought against any other Guarantors or against the Customer. Guarantors waive: (a) any right to have the Company proceed against the Customer or any security held from the Customer, (b) notice of the existence, creation or incurring of new or additional indebtedness, obligations or liabilities of the Customer to the Company; and (c) the benefits of any statutory provision limiting the liability of a surety.

Signature

SSN

Address

Signature

SSN

Address

FOR CREDIT DEPT. USE ONLY

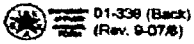
Denied

Approved

By: _____

Date: _____

Credit Limit: _____



TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

AI-17520

25.A.5.

TITLE COMPANY SERVICES (POOL)

CC REGULAR

Date: 09/22/2009

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting authority to exercise the sixty (60) day grace period extension with effective date of 09-28-09 through 11-27-09 (as provided in specifications) for "Title Company Services (Pool)" under the same rates, terms and conditions with the following providers so as to have no lapse in services while procurement process is completed under project RFQ No. E-08-468-09-23:

- 1. Valley Land Title Company, Ltd.; B. Edwards Abstract & Title Company; and, C. Sierra Title Comapany;

b. Requesting authority to advertise a procurement process (RFP or RFQ, whichever applicable) with approval of basic procurement packet for: Title Company Services (Pool) for Hidalgo County

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

On an as needed basis. See attached expenditure report for funding source.

Attachments

Link: [Edwards Abstract signed 60 day extension](#)

Link: [Sierra Title signed 60 day extension](#)

Link: [Valley Land Title signed 60 day extension](#)

Link: [draft specs](#)

Link: [Exp report- Obj. 339](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2009 03:16 PM	APRV
2	Budget & Management	Erika Zamora	09/18/2009 03:53 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	09/18/2009 04:49 PM	APRV
4	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Olga Montero
Started On: 09/15/2009 03:44 PM
Final Approval Date: 09/18/2009



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 15, 2009

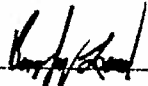
Mr. Byron J. Lewis, President
Edwards Abstract & Title Co.
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

Re: E-08-468a-09-23
"Title Company Services (Pool)"

Dear Mr. Lewis:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFB. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **September 22, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 17, 2009 via facsimile to (956) 956-318-2629 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under Edwards Abstract & Title Co. as required by Hidalgo County (see Exhibit C).

By: 
BYRON JAY LEWIS, President

Date: September 16, 2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Olga T. Montero, Buyer II

Hidalgo County Purchasing Department

cc:

department
auditors

www.co.hidalgo.tx.us



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 15, 2009

MS. Linda Shreeve, President
Sierra Title Company
3401 North 10th Street
McAllen, Texas 78504

Re: **E-08-468b-09-23**
"Title Company Services (Pool)"

Dear Ms. Shreeve:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFB. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **September 22, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 17, 2009 via facsimile to (956) 956-318-2629 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

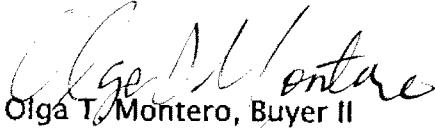
Please forward the "Certificate Of Insurances" under Sierra Title Co. as required by Hidalgo County (see Exhibit C).

By: 

Date: 9/17/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Olga T. Montero, Buyer II

Hidalgo County Purchasing Department

cc:

department
auditors

www.co.hidalgo.tx.us



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

September 15, 2009

Mr. Paul Rodriguez, President
Valley Land Title Company
612 Nolana, Ste. 570
McAllen, Texas 78504

Re: **E-08-468-09-23**
"Title Company Services (Pool)"

Dear Mr. Rodriguez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFB. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **September 22, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 17, 2009 via facsimile to (956) 956-318-2629 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under ~~XXXXXXXXXXXXXXXXXXXX~~ Valley Land Title Company, Ltd. as required by Hidalgo County (see Exhibit C).

By: 
Paul R. Rodriguez, CEO/President

Date: 9/16/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

A handwritten signature in black ink, appearing to read "Olga T. Montero". The signature is fluid and cursive, with the first name "Olga" being particularly prominent.

Olga T. Montero, Buyer II

Hidalgo County Purchasing Department

cc:

department
auditors

www.co.hidalgo.tx.us

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

OVERVIEW

Hidalgo County is seeking to establish a "Pool" of qualified title companies for the purposes of providing and rendering title policy related services on an "AS NEEDED BASIS" for "Title Company Services-(pool)" for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in award of new bid for the next contract term.

Statements of qualifications will be accepted until **9:30 A.M., Wednesday, October 21, 2009. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO.: 2009-407-10-21-OTM
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFQ NO.: 2009-407-10-21-OTM
"TITLE COMPANY SERVICES (POOL)"

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 New Administration Building-2802 So. Business Hwy 281-Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 14, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 16, 2009 at 5:00 P.M. 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 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 contract or seeks to contract with Hidalgo

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

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 locate at 100 N. Closner, Edinburg, Texas 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) certainly that the submission 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 submitter'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 Qualification (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 proposers 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 qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

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 Hidalgo County Commissioners Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in award of new bid for the next contract term.

DAVIS BACON ACT (IF APPLICABLE):

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing 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** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

VENDOR(S) QUALIFICATIONS: The County Of Hidalgo is seeking to contract with competent interested and qualified Vendor(s) for the purpose of providing "Title Company Services (Pool)" and is licensed and certified to practice in the State Of Texas.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a 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. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS that you possess that deem you as a qualified provider.

SCOPE OF SERVICES

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. The intent of this solicitation is to acquire for "Title Company Services (pool)" on as-needed basis.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PURPOSE:

Hidalgo County is requesting Statements of Qualifications from interested firms with experienced in providing the requested information "Title Company Services (pool) of pre-qualified title companies from which the title company related services may be required and engaged on an "As Needed Basis". These title services are required but not limited to acquisition of property for which Texas Department of Transportation funding is involved.

I. FIRM QUALIFICATIONS

- (A) The firm must possess a current license from the Texas Board of Insurance.
- (B) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
 - Title Examiners
 - Closing Officers
 - Escrow Agents
- (C) The provider should have experience with State (i.e. Tx Dot), County and other governmental entities as well as private sector firms.

II. SCOPE OF TITLE COMPANY SERVICES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- (A) Title Reports
- (B) Title Searches, i.e., Title Certificates
- (C) Title Commitments
- (D) Title Policy
- (E) Escrow Agent Services when requested by the County

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

III. RFQ REQUIREMENTS

Each proposal must address, but may not be limited to, the following issues:

- (A) Firm Name
- (B) Name, position, phone and fax number of Point of Contact (POC).
- (C) Name of Principal/Owner and number of years in business
- (D) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein
- (E) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references
- (F) Detail how your firm/company had the capability to deliver the services required on a timely basis.
 - State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm. Also, state your firm commitment to comply or exceed (state how) the completed "Title Policy" within the seven (7) to ten (10) days. Include a copy of "Texas Title Insurance Premium Rates".
 - State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
 - State how much personnel or staff will be assigned to rendering the services required.
 - State in detail what "other services" are not included in the rates provided.

IV. EVALUATION CRITERIA

The following criteria will generally be used to evaluate Statements of Qualifications:

- (A) Staffing and Experience
- (B) Capability to perform all the services required (as stated in Section III herein) for the noted projects in a timely manner, namely; (1) to produce the title report in the amount of days; (2) to meet or exceed schedules and deadlines of a maximum of seven to ten business (working) days per parcel; and (3) to complete "Escrow Agent Related Services" as per commitment.
- (C) Recent experience and familiarity with Hidalgo County and the Texas Dept. of Transportation requirements and procedure.
- (D) "Other Services" not included in the "Texas Title Insurance Premium Rates"

V. REQUEST FOR SERVICES & EVALUATION PROCESS

A department requiring Title Company Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s) in the order of their ranked evaluation on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) contract.

In the event that a Title Commitment is requested and no tile policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services.

VI. INVOLUNTARY TERMINATION

The approval of a vendor as pre qualified to perform work for the County under this RFQ shall be deemed to be terminated and the vendor removed from the qualified vendor list upon occurrence of any of the following:

- a. The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- b. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas
- c. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre qualified.
- d. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time
- e. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or
- f. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

PARTICIPANTS 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 based on the scope of services.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

Exhibit "A"
"Title Company Services (Pool)"
Request for Qualifications
RFQ NO: 2009-407-10-21-OTM

SECTION III - SELECTION AND SCHEDULES

To be determined –drafting this page

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1100-412-00-090-001-0-339	DIST CLERK-OTHER PROF SRV	.00	.00	.00	.00	.00
9-1100-413-30-115-017-0-339	CO COMM-OTHER PROF SRV	.00	.00	.00	.00	.00
9-1100-414-00-130-001-0-339	ELECTIONS DEPT-OTHER PROF SRV	79,500.00	.00	.00	79,500.00	.00
9-1100-415-00-115-002-0-339	CO WIDE ADM-OTHER PROF SRV	2,000.00	.00	2,000.00	2,000.00	100.00
9-1100-415-00-150-002-0-339	BAIL BOND BOARD-OTHER PROF SRV	6,000.00	.00	.00	6,000.00	.00
9-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROF SRV	51,500.00	150.00	.00	51,350.00	.29
9-1100-415-15-140-001-0-339	TAX OFF-OTHER PROF SRV	100.00	.00	.00	100.00	.00
9-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROF SRV	5,000.00	.00	3,000.00	3,000.00	60.00
9-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROF SRV	243,000.00	.00	231,885.68	231,885.68	95.43
9-1100-415-40-180-001-0-339	CO CLERK-OTHER PROF SRV	2,000.00	.00	.00	2,000.00	.00
9-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRV	1.00	.00	.00	1.00	.00
9-1100-415-50-190-001-0-339	CIVIL SERVICE-OTHER PROF SRV	7,500.00	.00	2,125.00	2,125.00	28.33
9-1100-419-40-220-001-0-339	FACILITIES MGMT-OTHER PROF SRV	5,000.00	.00	.00	5,000.00	.00
9-1100-419-50-115-059-0-339	DBM-SAFETY DIV-OTHER PROF SRV	84,000.00	26,570.00	43,430.00	43,430.00	83.33
9-1100-421-00-280-001-0-339	SHERIFF-OTHER PROF SRV	126,840.00	8,688.70	28,494.00	28,494.00	29.31
9-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	.00	.00	.00	.00	.00
9-1100-423-21-280-002-0-339	JAIL-OTHER PROF SRV	150,000.00	15,000.00	8,171.96	8,171.96	15.45
9-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROF SRV	40,000.00	.00	25,840.20	25,840.20	64.60
9-1100-423-60-330-002-0-339	JUV PROB-OTHER PROF SRV	45,000.00	.00	2,800.00	2,800.00	6.22
9-1100-429-00-300-023-0-339	EMERG SRVS-EM-OTHER PROF SRV	300.00	.00	300.00	300.00	100.00
9-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SRV	2,000.00	800.00	.00	.00	40.00
9-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	15,000.00	1,672.70	742.30	742.30	16.10
9-1200-431-00-260-001-0-339	R-O-W DEPT-OTHER PROF SRV	7,000.00	.00	.00	.00	.00
9-1201-431-00-121-004-0-339	PCT1 RD ADM-OTHER PROF SRV	25,000.00	.00	.00	.00	.00
9-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	15,908.00	2,807.80	13,100.00	13,100.00	.20
9-1202-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	50.00	.00	.00	.00	.00
9-1203-431-00-123-005-0-339	PCT3 P/U RD-OTHER PROF SRV	7,700.00	.00	6,863.69	6,863.69	89.14
9-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	1,496.18	1,196.18	300.00	300.00	.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1211-452-00-121-013-0-339 PCT1 PARKS-OTHER PROF SRV	1,500.00	760.00	540.00	540.00	200.00	86.67
9-1212-452-00-122-008-0-339 PCT2 PARKS-OTHER PROF SRV	1,000.00	.00	.00	.00	1,000.00	.00
9-1222-412-00-080-006-0-339 DA BAD CK-OTHER PROF SRV	2,000.00	250.00	.00	.00	1,750.00	12.50
9-1239-412-00-115-043-0-339 COURT REPORTER-OTHER PROF SRV	154,057.25	.00	27,179.66	27,179.66	126,877.59	17.64
9-1243-412-00-023-002-0-339 PROBATE COURT-OTHER PROF SRV	300.00	.00	44.20	44.20	255.80	14.73
9-1252-412-00-270-012-0-339 HIDTA US TREASURY-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1292-441-00-350-001-9-339 WIC ADM-OTHER PROF SRV	4,000.00	2,025.00	1,975.00	1,975.00	.00	100.00
9-1293-441-00-340-040-9-339 BIO DISCRETIONARY-OTHER PROF SRV	8,067.00	.00	.00	.00	8,067.00	.00
9-1293-441-10-340-027-9-339 BORDER HEALTH-OTHER PROF SRV	2,000.00	.00	970.00	970.00	1,030.00	48.50
9-1294-423-00-330-050-0-339 TJPC-X-2010 -OTHER PROF SRV	17,621.00	.00	.00	.00	17,621.00	.00
9-1294-423-00-330-050-9-339 TJPC-X-2009 -OTHER PROF SRV	6,561.00	.00	700.00	700.00	5,861.00	10.67
9-1295-423-00-330-028-0-339 WESL B/C-OTHER PROF SRV	3,000.00	.00	1,072.50	1,072.50	1,927.50	35.75
9-1297-423-00-320-002-0-339 BASIC SUPERVISION-OTHER PROF SRV	81,120.00	29,000.00	.00	.00	52,120.00	35.75
9-1297-423-00-320-002-9-339 BASIC SUPERVISION-OTHER PROF SRV	21,175.00	2,112.00	-12,602.00	-12,602.00	31,665.00	-49.54
9-1297-423-00-320-008-9-339 COMM CORR-OTHER PROF SRV	57,000.00	.00	49,760.00	49,760.00	7,240.00	87.30
9-1297-423-00-320-015-0-339 SEX OFFENDER CASELOAD-OTHER PROF SRV	3,000.00	3,000.00	.00	.00	.00	100.00
9-1297-423-00-320-015-9-339 SEX OFFENDER CASELOAD-OTHER PROF SRV	2,720.00	840.00	1,680.00	1,680.00	200.00	92.65
9-1297-423-00-320-020-0-339 SATF-OTHER PROF SRV	5,650.00	3,320.00	.00	.00	2,330.00	58.76
9-1297-423-00-320-020-9-339 SATF-OTHER PROF SRV	6,999.00	1,710.00	5,287.00	5,287.00	2.00	99.97
9-1310-431-00-121-148-0-339 PCT.1-HARMEL-OTHER PROF SRV	319.12	.00	.00	.00	319.12	.00
9-1310-431-00-121-175-0-339 PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	1,465.93	.00	.00	.00	1,465.93	.00
9-1310-431-00-121-394-0-339 PCT.1-RAMOSVILLE-OTHER PROF SRV	751.59	.00	.00	.00	751.59	.00
9-1310-431-00-121-397-0-339 PCT.1-SAENZ-OTHER PROF SRV	1,068.69	.00	.00	.00	1,068.69	.00
9-1310-431-00-121-400-0-339 PCT.1-SUNRISE-OTHER PROF SRV	1,149.37	.00	.00	.00	1,149.37	.00
9-1310-431-00-121-401-0-339 PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	1,591.14	.00	.00	.00	1,591.14	.00
9-1310-431-00-121-402-0-339 PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	1,253.35	.00	.00	.00	1,253.35	.00
9-1310-431-00-121-403-0-339 PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	1,253.35	.00	.00	.00	1,253.35	.00
9-1310-431-00-121-404-0-339 PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	1,750.54	.00	745.14	745.14	1,005.40	42.57
9-1310-431-00-121-405-0-339 PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	1,379.08	.00	700.19	700.19	678.89	50.77

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9-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	289.43	.00	.00	.00	289.43 .00
9-1310-431-00-122-068-0-339	PCT.2-ARCO IRIS 2/LIB LOOP N-OTHER PROF	180.90	.00	180.90	180.90	.00 100.00
9-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	1,332.17	.00	718.05	718.05	614.12 53.90
9-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	2,726.56	.00	.00	.00	2,726.56 .00
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	1,817.43	.00	321.51	321.51	1,495.92 17.69
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	3,601.81	.00	.00	.00	3,601.81 .00
9-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	2,257.79	.00	554.09	554.09	1,703.70 24.54
9-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	2,002.44	.00	963.38	963.38	1,039.06 48.11
9-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	2,909.21	.00	.00	.00	2,909.21 .00
9-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	2,071.97	.00	.00	.00	2,071.97 .00
9-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	1,766.86	.00	.00	.00	1,766.86 .00
9-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	2,410.09	.00	550.90	550.90	1,859.19 22.86
9-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	1,375.15	.00	.00	.00	1,375.15 .00
9-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	1,883.90	.00	.00	.00	1,883.90 .00
9-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	2,972.10	.00	.00	.00	2,972.10 .00
9-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	5,146.08	.00	75.00	75.00	5,071.08 1.46
9-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	2,266.47	.00	.00	.00	2,266.47 .00
9-1310-431-00-122-543-0-339	PCT.2-TIERRA BONITA/MARIE CIR N-OTHER PR	1,571.86	.00	1,571.86	1,571.86	.00 100.00
9-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	3,488.87	.00	1,657.11	1,657.11	1,831.76 47.50
9-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	2,751.80	.00	127.59	127.59	2,624.21 4.64
9-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	3,477.51	.00	127.59	127.59	3,349.92 3.67
9-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	1,255.22	.00	.00	.00	1,255.22 .00
9-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	1,618.39	.00	.00	.00	1,618.39 .00
9-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	4,186.73	.00	.00	.00	4,186.73 .00
9-1310-431-00-123-065-0-339	PCT.3-N COUNTRY EST/DIOSA-OTHER PROF SRV	2,788.75	.00	1,768.33	1,768.33	1,020.42 63.41
9-1310-431-00-123-066-0-339	PCT.3-N COUNTRY EST 2/EARTH-OTHER PROF S	2,788.75	.00	1,456.42	1,456.42	1,332.33 52.22
9-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	3,002.63	.00	2,459.58	2,459.58	543.05 81.91
9-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	4,087.31	.00	.00	.00	4,087.31 .00
9-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	1,009.44	.00	.00	.00	1,009.44 .00
9-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	253.29	253.29	.00	.00	.00 100.00
9-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	123.86	123.86	.00	.00	.00 100.00
9-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	611.93	610.65	.00	.00	1.28 99.79
9-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	466.59	466.59	.00	.00	.00 100.00

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9-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	364.09	364.09	.00	.00	.00	100.00
9-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	89.91	89.91	.00	.00	.00	100.00
9-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	165.72	165.72	.00	.00	.00	100.00
9-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	18.18	.00	.00	.00	18.18	.00
9-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	838.72	.00	.00	.00	838.72	.00
9-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	353.63	353.63	.00	.00	.00	100.00
9-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	9.00	.00	.00	.00	9.00	.00
9-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	76.80	76.80	.00	.00	.00	100.00
9-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	130.36	.00	.00	.00	130.36	.00
9-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	13.00	13.00	.00	.00	.00	100.00
9-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	474.47	448.79	.00	.00	25.68	94.59
9-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	262.37	262.37	.00	.00	.00	100.00
9-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	775.24	775.24	.00	.00	.00	100.00
9-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	1,909.42	1,909.42	.00	.00	.00	100.00
9-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	779.62	779.62	.00	.00	.00	100.00
9-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	1,310.60	100.13	1,210.27	1,210.27	.20	99.98
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	270.04	270.04	.00	.00	.00	100.00
9-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	360.35	354.06	.00	.00	6.29	98.25
9-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	1,437.46	1,437.46	.00	.00	.00	100.00
9-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	1,794.82	1,794.82	.00	.00	.00	100.00
9-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	1,483.46	4.39	1,473.71	1,473.71	5.36	99.64
9-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	816.05	404.41	370.59	370.59	41.05	94.97
9-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	3,038.30	1.29	1,025.39	1,025.39	2,011.62	33.79
9-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	1,302.54	1,302.54	.00	.00	.00	100.00
9-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	981.38	981.38	.00	.00	.00	100.00
9-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	5,108.00	5,108.00	.00	.00	.00	100.00
9-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	1,298.84	10.46	1,288.38	1,288.38	.00	100.00
9-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	8,881.81	.00	6,583.00	6,583.00	2,298.81	74.12
9-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	2,054.70	.00	.00	.00	2,054.70	.00
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	8,859.84	5,292.75	.00	.00	3,567.09	59.74
9-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	1,636.42	102.17	1,069.45	1,069.45	464.80	71.60
9-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	2,962.24	.00	.00	.00	2,962.24	.00

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9-1311-431-00-122-365-0-339 LJ #1-OTHER PROF SRV	10.03	.00	.00	.00	10.03	.00
9-1311-431-00-122-406-1-339 LAS BRISAS-OTHER PROF SRV	11,596.56	.00	.00	.00	11,596.56	.00
9-1311-431-00-122-412-0-339 LAS HACIENDAS-OTHER PROF SRV	67.64	67.64	.00	.00	.00	100.00
9-1311-431-00-122-484-1-339 MORNING SUN-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-122-494-1-339 NORTH ALAMO VILLAGE-OTHER PROF SRV	1,490.29	1,226.59	263.70	263.70	.00	100.00
9-1311-431-00-122-503-1-339 NORTHSIDE VILLAGE #2-OTHER PROF SRV	1,054.86	32.39	.00	.00	1,022.47	3.07
9-1311-431-00-122-557-1-339 PENTECOSTAL-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-122-568-0-339 PRIMAVERA I-OTHER PROF SRV	813.09	.00	813.09	813.09	.00	100.00
9-1311-431-00-122-596-0-339 RANCHO ESCONDIDO-OTHER PROF SRV	3,701.40	.00	.00	.00	3,701.40	.00
9-1311-431-00-122-605-1-339 RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
9-1311-431-00-122-620-0-339 ROADRUNNER #2-OTHER PROF SRV	5,581.85	891.46	4,690.39	4,690.39	.00	100.00
9-1311-431-00-122-683-0-339 SOUTH FORK ESTATES-OTHER PROF SRV	1,381.48	847.37	534.11	534.11	.00	100.00
9-1311-431-00-122-693-0-339 SOUTH SIDE VILLAGE-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-122-740-0-339 TINY ACRES-OTHER PROF SRV	4,114.38	4,114.38	.00	.00	.00	100.00
9-1311-431-00-122-767-1-339 VAL BAR ESTATES-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-123-014-1-339 ACEVEDO S/D #4-OTHER PROF SRV	4,683.16	4,683.16	.00	.00	.00	100.00
9-1311-431-00-123-015-0-339 ACOSTA S/D-OTHER PROF SRV	2,300.76	2,300.76	.00	.00	.00	100.00
9-1311-431-00-123-042-0-339 AMBER LAND S/D-OTHER PROF SRV	2,525.12	.00	2,525.12	2,525.12	.00	100.00
9-1311-431-00-123-072-0-339 BARNEY GROVES S/D-OTHER PROF SRV	1,383.03	.00	1,383.03	1,383.03	.00	100.00
9-1311-431-00-123-141-0-339 CASA DE LOS VECINOS-OTHER PROF SRV	9,510.92	9,510.92	.00	.00	.00	100.00
9-1311-431-00-123-152-1-339 CHULA VISTA ACRES-OTHER PROF SRV	1,874.62	845.96	1,028.66	1,028.66	.00	100.00
9-1311-431-00-123-247-0-339 EL PARAISO S/D-OTHER PROF SRV	6,009.10	6,009.10	.00	.00	.00	100.00
9-1311-431-00-123-250-0-339 EL SOL S/D #1-OTHER PROF SRV	1,914.33	652.70	1,261.63	1,261.63	.00	100.00
9-1311-431-00-123-251-0-339 EL SOL S/D #2-OTHER PROF SRV	6,870.41	4,201.80	2,668.61	2,668.61	.00	100.00
9-1311-431-00-123-267-1-339 EZEQUIEL ACEVEDO JR S/D#2-OTHER PROF SRV	2,316.16	1,690.02	626.14	626.14	.00	100.00
9-1311-431-00-123-312-0-339 HAVANA S/D-OTHER PROF SRV	2,354.34	2,354.34	.00	.00	.00	100.00
9-1311-431-00-123-322-1-339 HILDA S/D-OTHER PROF SRV	1,600.89	1,600.89	.00	.00	.00	100.00
9-1311-431-00-123-325-1-339 HILDA S/D #3-OTHER PROF SRV	1,127.82	1,127.82	.00	.00	.00	100.00
9-1311-431-00-123-350-0-339 JESSAN S/D-OTHER PROF SRV	1,904.70	747.00	1,157.70	1,157.70	.00	100.00
9-1311-431-00-123-384-1-339 LA HOMA RD N S/D-OTHER PROF SRV	6,057.58	6,057.58	.00	.00	.00	100.00
9-1311-431-00-123-385-1-339 LA HOMA RD S S/D-OTHER PROF SRV	1,672.18	1,672.18	.00	.00	.00	100.00
9-1311-431-00-123-427-1-339 LOS EBANOS S/D-OTHER PROF SRV	1,664.00	1,664.00	.00	.00	.00	100.00
9-1311-431-00-123-488-1-339 MUNOZ ESTATES-OTHER PROF SRV	3,684.04	3,684.04	.00	.00	.00	100.00

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9-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	986.07	986.07	.00	.00	.00 100.00
9-1311-431-00-123-784-1-339	VILLA CAPRI S/D-OTHER PROF SRV	2,056.45	.00	2,056.45	2,056.45	.00 100.00
9-1311-431-00-123-837-0-339	WALTON S/D-OTHER PROF SRV	1,958.12	.00	1,958.12	1,958.12	.00 100.00
9-1311-431-00-123-911-0-339	RESUB PLAT JIMENEZ S/D-OTHER PROF SRV	2,671.70	1,514.00	1,157.70	1,157.70	.00 100.00
9-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	384.17	376.87	.00	.00	7.30 98.10
9-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	438.64	438.64	.00	.00	.00 100.00
9-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	748.85	748.85	.00	.00	.00 100.00
9-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	744.68	286.67	.00	.00	458.01 38.50
9-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	138.90	.00	.00	.00	138.90 .00
9-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	6,133.62	6,097.32	.00	.00	36.30 99.41
9-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	622.29	602.29	.00	.00	20.00 96.79
9-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	288.61	11.60	.00	.00	277.01 4.02
9-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	1,516.73	1,516.73	.00	.00	.00 100.00
9-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	1,413.21	1,413.21	.00	.00	.00 100.00
9-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	606.02	206.02	.00	.00	400.00 34.00
9-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	512.68	512.68	.00	.00	.00 100.00
9-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	4,918.40	4,882.10	.00	.00	36.30 99.26
9-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	397.60	.00	.00	.00	397.60 .00
9-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	13,669.16	12,697.87	971.29	971.29	.00 100.00
9-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	2,800.93	2,397.44	403.49	403.49	.00 100.00
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	2,184.84	1,920.62	264.22	264.22	.00 100.00
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	1,932.84	1,701.57	231.27	231.27	.00 100.00
9-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	1,707.18	1,707.18	.00	.00	.00 100.00
9-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	3,179.12	2,775.63	403.49	403.49	.00 100.00
9-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	1,638.56	1,235.07	403.49	403.49	.00 100.00
9-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	9,057.42	8,152.53	904.89	904.89	.00 100.00
9-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	1,645.44	1,324.25	321.19	321.19	.00 100.00
9-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	3,427.34	3,427.34	.00	.00	.00 100.00
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	3,087.00	2,794.71	292.29	292.29	.00 100.00
9-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	3,005.54	.00	.00	.00	3,005.54 .00
9-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	5,348.86	4,675.99	672.87	672.87	.00 100.00
9-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	2,076.67	1,590.88	485.79	485.79	.00 100.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>	
9-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	5,982.38	4,822.99	1,159.39	1,159.39	.00	100.00
9-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	1,496.78	1,241.34	255.44	255.44	.00	100.00
9-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	1,238.06	982.62	255.44	255.44	.00	100.00
9-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	3,691.64	3,691.64	.00	.00	.00	100.00
9-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	1,075.17	720.88	354.29	354.29	.00	100.00
9-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	2,284.33	1,979.69	304.64	304.64	.00	100.00
9-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	3,319.28	2,915.79	403.49	403.49	.00	100.00
9-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	8,739.01	7,624.57	1,114.44	1,114.44	.00	100.00
9-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	6,329.26	6,329.26	.00	.00	.00	100.00
9-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	3,129.98	2,726.49	403.49	403.49	.00	100.00
9-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	14,119.46	.00	.00	.00	14,119.46	.00
9-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,933.65	5,340.09	593.56	593.56	.00	100.00
9-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
9-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
9-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	6,578.71	.00	.00	.00	100.00
9-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	4,022.87	.00	.00	.00	100.00
9-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	13,245.15	.00	.00	.00	100.00
9-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	2,491.29	1,392.03	1,098.65	1,098.65	.61	99.98
9-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	6,419.41	5,495.91	907.30	907.30	16.20	99.75
9-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	10,545.44	.00	.00	.00	100.00
9-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	15,120.44	.00	.00	.00	15,120.44	.00
9-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	5,272.61	908.06	908.06	.00	100.00
9-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	4,098.85	3,754.24	344.61	344.61	.00	100.00
9-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	6,950.83	6,232.07	718.76	718.76	.00	100.00
9-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	5,896.04	4,353.06	1,542.98	1,542.98	.00	100.00
9-1312-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROFSNL SRV	15,131.45	14,412.69	718.76	718.76	.00	100.00
9-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	2,465.43	2,117.89	347.54	347.54	.00	100.00
9-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	5,117.42	4,608.21	509.21	509.21	.00	100.00
9-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	5,521.47	2,804.74	2,716.73	2,716.73	.00	100.00
9-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	10,052.99	9,251.93	801.06	801.06	.00	100.00
9-1312-431-00-123-421-0-339	LOMA LINDA HEIGHTS-OTHER PROFSNL SRV	18,294.11	17,351.90	942.21	942.21	.00	100.00
9-1312-431-00-123-470-1-339	MONICA ACRES-OTHER PROFESSIONAL SRV	4,125.55	2,711.14	1,414.41	1,414.41	.00	100.00
9-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	25,201.75	23,543.68	1,658.07	1,658.07	.00	100.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	3,578.69	1,727.87	1,504.26	1,504.26	346.56 90.32
9-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	4,075.38	3,727.84	347.54	347.54	.00 100.00
9-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	3,888.78	3,888.78	.00	.00	.00 100.00
9-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	3,175.69	3,175.69	.00	.00	.00 100.00
9-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	15,995.79	15,995.79	.00	.00	.00 100.00
9-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	13,209.00	13,209.00	.00	.00	.00 100.00
9-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	6,212.50	6,212.50	.00	.00	.00 100.00
9-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	5,999.00	5,999.00	.00	.00	.00 100.00
9-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	9,654.40	9,654.40	.00	.00	.00 100.00
9-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	2,667.63	2,667.63	.00	.00	.00 100.00
9-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00 100.00
9-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00 100.00
9-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	1,701.84	1,701.84	.00	.00	.00 100.00
9-1339-476-00-000-000-0-339	CO2009-ISSUANCE COSTS-OTHER PROF SRV	487,434.15	.00	487,434.15	487,434.15	.00 100.00
9-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	37,500.00	.00	37,500.00	37,500.00	.00 100.00
9-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	6,615.00	.00	.00	.00	6,615.00 .00

Credit Card Payment Services

CC REGULAR

Date: 09/22/2009

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services-Hidalgo County". RFP No. 2009-040-06-10-otm

BACKGROUND

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County.

USER FEE WILL BE PAYMENT IN FULL TO VENDOR as per per contract. See page 07 "Services and Fees" section from Exhibit "A" Specifications, Scope of Services, Requirements, General Terms and Conditions.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County.

USER FEE WILL BE PAYMENT IN FULL TO VENDOR as per per contract. See page 07, "Services and Fees" section from Exhibit "A" Specifications, Scope of Services, Requirements, General Terms and Conditions.

Attachments

Link: SERVICES AGREEMENT CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2009 12:32 PM	APRV
2	Budget & Management	Erika Zamora	09/17/2009 12:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/17/2009 03:46 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 03:31 PM	APRV

Form Started By: Olga Montero
Started On: 09/15/2009 10:37 AM

Final Approval Date: 09/18/2009



EZAccess®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

EASY ACCESS INC whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

- A. This document and
- B. EXHIBITS A through G, attached hereto.

2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to EAI routinely change, EAI's current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, EAI will either automatically renew the fee schedule from the immediate preceding annual period or EAI will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and EAI for the forth coming new annual renewal period. If EAI determines that a new fee schedule is necessary, then EAI will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to EAI, such as a misappropriated credit card, EAI will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in EAI products or services during this Agreement or after the termination of this Agreement by either party.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

Attendant with this contract, EAI shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

- A. Management Overview
- B. Technical Plan
- C. Project Organization Plan
- D. Training Plan
- E. Implementation Plan
- F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD, it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. EAI agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. EAI shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by EAI hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

- i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or
- ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify EAI. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until EAI conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to EAI within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the EAI delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within EAI's specifications and thereby confirmed that the System does in fact perform as EAI has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify EAI thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify EAI in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

EAI shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond EAI's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond EAI's reasonable control plus a reasonable time to accommodate adjustment to such extension. EAI shall give the CLIENT notice of the presence of any cause referenced above promptly after EAI becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if EAI should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If EAI should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give EAI thirty (30) calendar days to cure such deficiencies caused by EAI.

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by EAI hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due EAI for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide EAI personnel with adequate workspace for technicians and other related facilities as may be required by EAI to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for EAI staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by EAI to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and EAI staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with EAI. The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is First National Bank of Edinburg, and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

EAI's sole liability under this Agreement shall be for providing the SERVICES. EAI will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed EZ-NETPAY® service solution. EAI's liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall EAI be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

EAI shall agree that (a) each of its laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, EAI certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, EAI certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

EAI shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, EAI warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, EAI shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any EAI proprietary information furnished by EAI for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of EAI, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EAI shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

EAI warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EAI for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

EAI hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of EAI under this Agreement or of EAI's employees, agents, successors and assigns;
- B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of EAI, or in proximity to the site of EAI's work, caused by any acts, negligent or otherwise, of EAI, its agents, employees, successors and assigns under this Agreement or of EAI's employees or agents;
- C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of EAI under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;
- D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by EAI under this Agreement; and
- E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of EAI.

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, EAI will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that EAI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in EAI's opinion the products are likely to become the subject of a claim of infringement, EAI will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by EAI. EAI shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by EAI or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of EAI without the prior written consent of EAI. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of EAI with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The EAI proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

25. CONTRACT REPRESENTATIVES:

The EAI and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the EAI Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between EAI and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

EASY ACCESS INC

4200-A N Bicentennial Dr
McAllen, Texas 78504

Attn.: Mr. M G (Mike) Braun / Project Manager
Phone #: 956:682-3466
FAX #: 956:682-0906

HIDALGO COUNTY DISTRICT CLERK

100 N Closner

Edinburg, Texas 78540

Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager
Phone #: 956:318-2200
FAX #: 956:318-2251

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR

2804 S. US Hwy 281

Edinburg, Texas 78539

Attn.: Mr. Paul Villarreal / Project Manager
Phone #: 956:318-2157
FAX #: 956:318-2733

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2

224 N. 12th Street

Edinburg, Texas 78541

Attn.: Mr. Robert Leal / Project Manager
Phone #: 956:383-0921
FAX #: 956:383-7430

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1

212 N. 12th Street
Edinburg, Texas 78541
Attn.: Ms Aleida Lopez / Project Manager
Phone #: 956:380-4473
FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

CLIENT:

EASY ACCESS INC

HIDALGO COUNTY

Authorized Signature

Authorized Signature

William C. Hamer

Typed

Typed

CEO

Title

Title

Date

Date

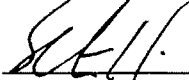
Attest

Title

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:  _____

29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

EAI will provide their EZ-NETPAY[®] Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the EZ-NETPAY[®] Internet Payment Services specifically for CLIENT, EAI will provide the following:

1. Access to the EZ-NETPAY[®] application software and Internet services via an Internet backbone connection provided by the CLIENT
2. All maintenance and support of the EZ-NETPAY[®] application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES
3. A special Hidalgo County CASHIERING EZ-NETPAY[®] Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees
4. Training of specified County Clerk staff on the operation of EZ-NETPAY[®] services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site
5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing EZ-NETPAY[®] application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code
6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the EZ-NETPAY[®] automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to EAI software and services
4. Provide EAI modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

31. EXHIBIT C: PROJECT SCHEDULE MILESTONE ESTIMATED DELIVERY TIME FRAMES

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted EZ-NETPAY [®] SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

HIDALGO COUNTY DISTRICT CLERK

100 N Closner
Edinburg, Texas 78540
Attn: Mr. Noe Lopez

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR

2804 S. US Hwy 281
Edinburg, TX 78539
Attn: Mr. Paul Villarreal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2

224 N. 12th Street
Edinburg, TX 78541
Attn: Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1

212 N. 12th Street
Edinburg, TX 78541
Attn: Ms Aleida Lopez

33. EXHIBIT E: PROJECT MANAGERS

EASY ACCESS INC
Mr. M G (Mike) Braun

HIDALGO COUNTY CLERK
Mr. Noe Lopez

HIDALGO COUNTY DISTRICT CLERK
Mr. Noe Lopez (acting for the District Clerk's Office)

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2
Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1
Ms Aleida Lopez

34. EXHIBIT F: EZ-NETPAY[®] Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by EAI to the Credit Card holder. The proposed fee will be \$2.50 per \$100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee ¹
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 300.00	\$ 7.50
\$ 300.01	\$ 400.00	\$ 10.00
\$ 400.01	\$ 500.00	\$ 12.50
\$ 500.01	\$ 600.00	\$ 15.00
\$ 600.01	\$ 700.00	\$ 17.50
\$ 700.01	\$ 800.00	\$ 20.00
\$ 800.01	\$ 900.00	\$ 22.50
\$ 900.01	\$ 1,000.00	\$ 25.00
\$ 1,000.01	AND UP	The above sample chart illustrates the \$2.50 per \$100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

¹These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee²
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 400.00	\$ 7.50
\$ 400.01	\$ 800.00	\$ 10.00
\$ 800.01	\$ 1,000.00	\$ 12.50
\$ 1,000.01	\$ 2,000.00	\$ 15.00
\$ 2,000.01	\$ 4,000.00	\$ 17.50
\$ 4,000.01	\$ 8,000.00	\$ 20.00
\$ 8,000.01	\$ 12,000.00	\$ 22.50
\$ 12,000.01	\$ 25,000.00	\$ 25.00
\$ 25,000.01	AND UP	1% of Transaction

² These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

35. EXHIBIT G: SIGNATURE AUTHORIZATION

HIDALGO COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr / Ms _____ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with **EASY ACCESS INC.**

Signature: _____

Typed/Printed Name: _____

Title: _____
Office and/or Department _____

Date: _____

Notarization

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as _____, appeared before me on this ____ day of _____, 2009.

Notary Public Signature

Typed/Printed Notary Public Name

My Commission Expires:

____ / ____ / ____

EXHIBIT “A”

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County
“CREDIT CARD PAYMENT SERVICES”

RFP NO: 2009-040-06-10-otm

HIDALGO COUNTY
“CREDIT CARD PAYMENT SERVICES”
RFP NO: 2009-040-06-10-otm

Overview:

The County of Hidalgo is seeking to engage Proposer's to furnish a **“TURN-KEY”** Credit Card Payment Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“Credit Card Payment Services”** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, June 10, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-040-06-10-otm

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, June 03, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 05, 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 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 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 successful participant 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 complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion 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 BIDS:

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 submitter'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 Proposal (RFP) 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 proposers 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.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

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.

DURATION OF CONTRACT: The initial term of the contract shall be for **One Year**, with the County's option for an additional **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in **Exhibit "A"**.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a 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. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace- Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
 - (a) Create departmental location(s)
 - (b) Create individual user-task descriptions
 - (c) Create authority for individual users by task
 - (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
 - (a) Daily transactions by unique task, i.e, property tax payment, motor vehicle fee, court fines & etc.
 - (b) All transactions by date
 - (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
 - (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.

14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, J.P. Mary Alice Palacios, J.P. Charlie Espinoza and any other county department that would like to use the Credit Card Services System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on **all** service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, it's respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the four (4) departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

- | | |
|--|--|
| <p>(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539 (956) 318-2876</p> | <p>(3) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
212 N. 12th Ave.
Edinburg, Texas 78539 (956) 380-4473</p> |
| <p>(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner- (1st Floor)
Edinburg, Texas (956) 318-2200</p> | <p>(4) Justice of the Peace-Mary Alice Palacios
(Precinct 4, Place 2)
222 N. 12th Ave.
Edinburg, Texas 78539 (956) 292-7015</p> |

**HIDALGO COUNTY
CREDIT CARD PAYMENT SERVICES SYSTEM
RFP. No. 2009-040-06-10-otm**

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM			
MAINTENANCE	1ST Year	2nd Year	Total
HARDWARE	\$	\$	\$
SOFTWARE	\$	\$	\$

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**
3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2009

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED EASY ACCESS 4200 A N. BICENTENNIAL MCALLEN TX 78504	INSURERS AFFORDING COVERAGE INSURER A: AMERICA FIRST INS. INSURER B: TEXAS MUTUAL INS. CO. INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

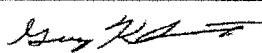
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP182958-6	05/16/2009	05/16/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02BP182958-6	05/16/2009	05/16/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001168510-07	05/16/2009	05/16/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 REFERENCE: TAX OFFICE HARDWARE AND SOFTWARE COMPUTER SYSTEM COUNTY OF HIDALGO IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

AI 100170

HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

AI-17375

25.A.7.

**Asbestos Abatement (including Bat Guano Removal) for Old Administration Building Renovations Project
CC REGULAR**

Date: 09/22/2009

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Correspondence received (attached hereto) from consulting engineer, Raba Kistner after review of received coop proposal, recommending Hidalgo County to solicit a sealed competitive proposal process utilizing specification, requirements, scope of work developed and drafted by Raba Kistner for: Hidalgo County - Asbestos Abatement for the Old Administration Building w/Option to Remove Bat Guano"; and, if approved;

b. Approval to reject the proposal received from Chemical Response & Remediation Contractors, Inc. (through Hidalgo County's membership/participation with TIPS (The Interlocal Purchasing System's awarded vendor) for the provision of labor, materials and related accessories, as per specifications developed by Raba Kistner Consultants, Inc. for "Hidalgo County -Asbestos Abatement for the Old Administration Building with option for removal of Bat Guano"-project #09-071D-total amount of \$98,288.00-(\$88,318.00 for Asbestos Abatement only+\$9,970.00 for Bat Guano removal option).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Acct balance as of 9-4-0- \$ 2,211,814.21

Attachments

Link: [CRRC Proposal](#)

Link: [CRRC Tips Contract Info](#)

Link: [Raba Kistner -Recommendation](#)

Link: [Specifications](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1 Purchasing Department (Originator) Marty Salazar 09/18/2009 04:13 PM

APRV

2	Budget & Management	Erika Zamora	09/18/2009 04:30 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/18/2009 04:57 PM	APRV
4	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Nielda Cavazos
Started On: 09/09/2009 08:57 AM

Final Approval Date: 09/18/2009



PURCHASING DEPARTMENT
County Of Hidalgo

July 30, 2009

Re: **HIDALGO COUNTY -REQUEST FOR PROPOSAL THRU TIPS-TAPS
AWARDED CONTRACTS**
"Asbestos Abatement for Hidalgo County Old Administration Building"
RFP: 2009-071D-08-04-MSS

Dear Participants:

Enclosed please find a Request for Proposal (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR PROPOSAL/QUOTE
CHECKLIST**

**HIDALGO COUNTY
"ASBESTOS ABATEMENT FOR HIDALGO COUNTY OLD
ADMINISTRATION BUILDING"
Project No. 2009-071D-08-04-MSS**

1. Request for Proposals Letter, consisting of 1 page.
2. Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Scope of Work/Specifications consisting of 98 pages.
4. Exhibit "B" Proposal Page consisting of 6 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Must be submitted with bid)
7. Bidder/Vendor Application, consisting of 2 pages.
(Must be submitted with bid)
8. Tax form W-9 consisting of 4 pages.
(Must be submitted with bid)
9. Certification Regarding Debarment, consisting of 1 page.
(Must be submitted with bid)

The above mentioned items shall be found in the Request for Proposal 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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Moises Salazar, Buyer II

REQUEST FOR PROPOSAL

HIDALGO COUNTY “ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING”

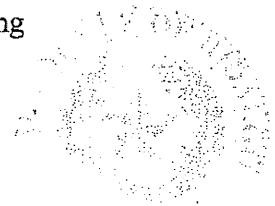
RFP NO. 2009-071D-08-04-MSS

DUE DATE:

4:00 PM ON AUGUST 4, 2009

Contact Person:

Moises Salazar, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4863



Form HCPD-03

LEGAL NOTICE

RFP No: 2009-071D-08-04-MSS

1. Proposals will be received for **HIDALGO COUNTY –“ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING”** in accordance with the specifications attached as Exhibit "A" hereto. RFPs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP.

2. All RFPs are required sealed with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFP NO. 2009-071D-08-04-MSS HIDALGO COUNTY “ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING”** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 4:00 PM, JULY 8, 2009** ~~FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFP 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 RFP. NO. 2009-071D-08-04-MSS.~~ Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFP that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFPs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP for approval; and C.) award the RFP to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFP without the express written consent of Hidalgo County. Failure of the delivered item 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 this project to the next-lowest responsible Participant, or to reject all RFPs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFP.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFP including catalogue numbers and any necessary references.

7. No RFP may be withdrawn within thirty (30) days from the scheduled time to open RFPs.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFP opening.
9. Any interpretations, amendments, corrections or changes to this RFP 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 RFPs. Participants shall acknowledge receipt of all addenda as a part of their RFP.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of this will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award of project, 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.

15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Moises Salazar
(956) 318-2626 x 4863

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful Participant
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY – “ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING”** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

HIDALGO COUNTY BUILDINGS AND GROUNDS
Attn: Daniel Flores
P.O. BOX 1356
Edinburg, Texas 78539
Ph: (956) 289-7850

17. **Schedule of Events**

Proposal Due Date (4:00 pm)	<u>August 4</u> ,2009
Issuance of Purchase Order	<u> </u>
Commence Work	<u> </u> , 2009

18. **RFP or Performance Bond; Payment under Contract/Purchase Order:**

- . If the contract/purchase order proposed is for the construction of public works or is for a contract exceeding \$100,000, all Participants shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFP, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the proposed contract/purchase order is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract/purchase order is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFP awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. RFPs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFP, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the RFP;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful Participant 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 Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any purchase order or contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFP award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant 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 Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

28. Successful Participant 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful Participant 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.

RFP
For:
HIDALGO COUNTY
"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"
RFP NO.: 2009-071D-08-04-MSS

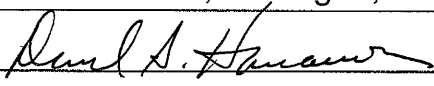
To: Moises Salazar, Buyer
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFP, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFP Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFPs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP.

Participant agrees that this RFP shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFPs, as contained in the Specifications.

Respectfully submitted,

Participant:	Chemical Response & Remediation Contractors, Inc.
Address:	P.O. Box 2686, Harlingen, TX 78551
By:	
Printed Name:	David A. Hanawa
Title:	President

(Must be submitted with the Proposal)

HIDALGO COUNTY
"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"

REQUEST FOR PROPOSAL

PROPOSAL PAGE:



08-032609

PROJECT TOTAL AS PER TIPS CONTRACT PRICING:

\$98,288.00

**A DETAILED BREAKDOWN IS REQUIRED TO BE INCLUDED WITH
RESPONSE ON SEPARATE SHEETS SHOWING THE AWARDED**

CONFIRMATION.

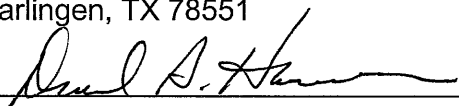
	Chemical Response & Remediation Contractors, Inc.
ADDRESS:	P.O. Box 2686 Harlingen, TX 78551
AUTHORIZED SIGNATURE	 President
TELEPHONE NUMBER	(956) 365-4252 (956) 365-4412
E-MAIL ADDRESS	dhanawa@chemicalresponse.com

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

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. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. 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 (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
	B	AUTOMOBILE LIABILITY			
<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: <input type="checkbox"/> OTHER TORY LIMITS
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
					E L DISEASE-POLICY LIMIT \$
	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.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, David A. Hanawa, authorized representative for Chemical Response & Remediation,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ 1,000,000 General Liability: \$ 5,000,000

- have already been met, see attached copy of insurance certificate.

David A. Hanawa
Authorized Representative

08/25/09
Date

Notice to Bidder:

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 of bid 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 bid award to be rescinded and re-awarded to next lowest bidder. 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 BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2009

PRODUCER (956)423-6986 FAX (956)423-4205
Texas Insurance Managers
410 E. Harrison
P. O. Box 531728
Harlingen, TX 78553

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 Chemical Response & Remediation Contractors, Inc.
P.O. Box 2686
Harlingen, TX 78551-2686

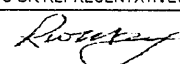
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Endurance American Ins Co	
INSURER B: Arch Insurance Group	
INSURER C:	
INSURER D:	
INSURER E:	

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 ADD'L LTR	INSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution/Profess (claims made) GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ECC10100578800 RETRO DATE: 2/23/02	02/23/2009	02/23/2010	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Broad Pollution	FBCAT0108701	06/11/2009	06/11/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: All Operations Including Asbestos and Mold Consulting and Remediation. The Certificate holder has been named as an additional insured with respect to the General Liability only, when required by written contract per endorsement FEI-319-ECC-708. Waiver of Subrogation applies in favor of certificate holder when required by written contract per endorsement FEI-320-ECC-708.

CERTIFICATE HOLDER	CANCELLATION
For Information Only Insured's Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Richard May/JOSIE 

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/09

PRODUCER
1-281-320-2010
Arthur J. Gallagher Risk Management Services, Inc.
PO Box 1749
Spring, TX 77383-1749

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
Chemical Response & Remediation Contractors, Inc.
PO Box 2686
Harlingen, TX 78551

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUT INS CO	22945
INSURER B: HARTFORD CAS INS CO	29424
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001140958	01/31/09	01/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Inland Marine	61MSTT3059	01/31/09	01/31/10	Leased/Rented Eq 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: All Operations Including Asbestos and Mold Consulting and Remediation

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



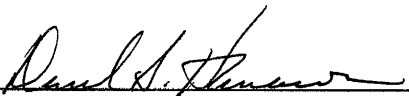
**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, David A. Hanawa, possess all of the APPLICABLE:

1. Licenses: See Attached.
2. Bonds: N/A.
3. Certificates: See Attached.
4. Permits: Will acquire when needed.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.


Authorized Signature


08/25/09
Date

Chemical Response & Remediation Contractors
Company

P.O. Box 2686
Address

Harlingen, TX 78551
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
		Date Received
1	Name of person who has a business relationship with local governmental entity.	
	N/A	
2	<input type="checkbox"/> 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 originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has employment or business relationship.	
	<u>N/A</u> 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?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A 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?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A 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?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A No	
	D. Describe each employment or business relationship with the local government officer named in this section.	
	N/A	
4	 Signature of person doing business with the governmental entity	
	<u>09/25/09</u> Date	

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, David A. Hanawa, 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 any 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.

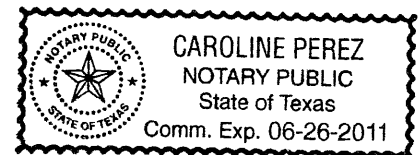
(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: David A. Hanawa, President

Subscribed and sworn to before me this 25th day of August 2009.

Caroline Perez

Notary Public



My commission expires: 06/26/2011, 2009.

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: Chemical Response & Remediation Contractors Telephone No. (956) 365-4252	
dba Name:	
Legal Name: Chemical Response & Remediation Contractors, Inc.	
Mailing Address : P.O. Box 2686	Fax No. (956) 365-4252
Physical Address: 18635 Primera Rd. Unit 1	
City, State, Zip Harlingen, TX 78552	Tax I.D. No. 74-2942932
Remit to Address : P.O. Box 2686	City, State, Zip Harlingen, TX 78551
E-Mail Address: dhanawa@chemicalresponse.com	
Representative(s) Name(s) & Title(s) David A. Hanawa, President, Perry Gonzalez, Operations Manager	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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: <u>Texas</u>	Date: <u>01/19/2000</u> Other: _____
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify See attach SOQ	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: David A. Hanaw, President, Perry Gonzalez, Operations Manager	
Small and/or Disadvantaged Business Information (check application criteria) Small Business: <input checked="" type="checkbox"/> Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): <u>1742942932100</u> or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: See attach SOQ	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> 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.: _____	

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): 1742942932100 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: _____

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) Chemical Response & Remediation Contractors, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) P.O. Box 2686	Requester's name and address (optional) Hidalgo County
City, state, and ZIP code Harlingen, TX 78551	
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.

Social security number
or
Employer identification number
74 2942932

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶ <i>Caroline Perez</i>	Date ▶ <i>08/25/2009</i>
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

**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: David A. Hanawa
Title: President
Telephone Number: (956) 365-4252
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.

TABLE 1 presents the costs for the asbestos abatement.

TABLE 2 presents the costs for the remediation of the bat guano.

Owner to provide electricity and water.

TABLE 1
Hidalgo County Old Courthouse
100 E. Cano

DESCRIPTION	UNIT COST	NO. OF UNITS	TOTAL
DSHS CONTRACTOR LICENSE	\$100.00	1	\$100.00
PERSONNEL			
DSHS Asbestos Supervisor (per day)	\$480.00	1	\$480.00
DSHS Licensed Worker (per day)	\$400.00	6	\$2,400.00
EQUIPMENT			\$0.00
Light Truck per day plus fuel	\$65.00	1	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00	1	\$95.00
fuel per day	\$50.00	1	\$50.00
Remediation Trailer per day	\$100.00	1	\$100.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	\$50.00	8	\$400.00
Airless Sprayer (8 hour shift) each	\$50.00	1	\$50.00
PPE per worker per day	\$25.00	7	\$175.00
Decon Shower System (per day) each	\$100.00	1	\$100.00
SUBTOTAL PER DAY			\$4,015.00
PROJECT LENGTH (working days)			20
PROJECT SUBTOTAL			\$80,300.00
MATERIALS			
6 mil Poly Sheeting (20'x100') per roll	\$90.00	20	\$1,800.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00	10	\$650.00
Carpet Protector per roll	\$80.00		\$0.00
Spray Adhesive per can	\$7.00	48	\$336.00
Duct Tape per roll	\$7.00	48	\$336.00
Mastic Remover (low VOC) per gallon	\$10.00	30	\$300.00
Buffer Pads each	\$14.00	4	\$56.00
SUBTOTAL MATERIALS			\$3,478.00
ACM TRANSPORTATION AND DISPOSAL			
DSHS TRANSPORTER LICENSE	\$100.00	1	\$100.00
CDL Driver per hour	\$50.00	4	\$200.00
Truck, RollOff per hour plus fuel	\$45.00	4	\$180.00
Fuel	\$50.00	1	\$50.00
RollOff Container, 40 YD, closed top	\$50.00	1	\$50.00
RollOff Container poly liner	\$50.00	1	\$50.00
DISPOSAL ACM per YD	\$40.00	30	\$1,200.00
SUBTOTAL PER PULL			\$1,830.00
NUMBER OF PULLS			2
SUBTOTAL ACM T&D			\$3,660.00
CONSTRUCTION DEBRIS T&D			
CDL Driver	\$50.00	4	\$200.00
Truck, RollOff per hour plus fuel	\$45.00	4	\$180.00
Fuel	\$50.00	1	\$50.00
RollOff Container, 30 YD, open top	\$50.00	1	\$50.00
DISPOSAL CONSTRUCTION DEBRIS per ton	\$40.00	10	\$400.00
SUBTOTAL PER PULL			\$880.00
NUMBER OF PULLS			1
SUBTOTAL T&D			\$880.00
ASBESTOS ABATEMENT GRAND TOTAL			\$88,318.00

TABLE 2
Hidalgo County Old Courthouse
Bat Guano Confined Space Entry

DESCRIPTION	UNIT COST	NO. OF UNITS	TOTAL
PERSONNEL			
Rescue Supervisor (per day)	\$440.00	1	\$440.00
Rescue Technician (per day)	\$320.00	4	\$1,280.00
EQUIPMENT			
Super Duty Crew Cab Truck per day plus fuel	\$95.00	1	\$95.00
Fuel per day	\$50.00	1	\$50.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	\$50.00	1	\$50.00
PPE per worker per day	\$25.00	4	\$100.00
Confined Space Equipment (per day)	\$275.00	1	\$275.00
SUBTOTAL PER DAY			\$2,290.00
PROJECT LENGTH (working days)			4
PROJECT SUBTOTAL			\$9,160.00
MATERIALS			
6 mil Poly Sheeting (20'x100') per roll	\$90.00	1	\$90.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00	0	\$0.00
Carpet Protector per roll	\$80.00	0	\$0.00
Spray Adhesive per can	\$7.00	0	\$0.00
Duct Tape per roll	\$7.00	0	\$0.00
Mastic Remover (low VOC) per gallon	\$10.00	0	\$0.00
Buffer Pads each	\$14.00	0	\$0.00
SUBTOTAL MATERIALS			\$90.00
CONSTRUCTION DEBRIS T&D			
CDL Driver	\$50.00	4	\$200.00
Truck, RollOff per hour plus fuel	\$45.00	4	\$180.00
Fuel	\$50.00	1	\$50.00
RollOff Container, 30 YD, open top	\$50.00	1	\$50.00
DISPOSAL CONSTRUCTION DEBRIS per ton	\$40.00	6	\$240.00
SUBTOTAL PER PULL			\$720.00
NUMBER OF PULLS			1
SUBTOTAL T&D			\$720.00
BAT GUANO REMEDIATION GRAND TOTAL			\$9,970.00

[Print](#)

Tips Vendor Details

TIPS Vendor: **Chemical Response & Remediation Contractors, Inc.**

Serving States: AZ,AR,IL,KS,LA,MO,NM,OH,OK,OR,TN,TX,WA

Contract Information:

Contract Type: **Regular**

Contract Number: **8032609**

Contract Expiration Date:

03/26/2010 Commodity: Trades, Temporary Labor and Materials

Service/Product Description:

Provides environmental services for industry & government. CRRC offers a broad range of services, including but not limited to: Emergency Incident and Spill Response, Mold Assessment and Remediation, Asbestos Consultant and Abatement, Demolition, Geotech Drilling and Soil Sampling, Air Monitoring, Emergency Contingency Planning, and Training.

Website: <http://www.chemicalresponse.com>

Company Information:

VENDOR CONTACT(S):

Name: David A. Hanawa

Position: President

Phone: 956-365-4252

Fax : 956-365-4412

Mobile :

E-Mail: dhanawa@chemicalresponse.com

Name: Juan Cadenas

Position: Sales

Phone: 956-365-4252

Fax : 956-365-4412

Mobile :

E-Mail : dhanawa@chemicalresponse.com

Purchase Order Requirements:

Address: PO Box 1894

FAX or MAIL City: Mount Pleasant

ALL Purchase State: TX 75456

Orders to: Zip: 75456

FAX: 866-839-8472

Federal ID Number:

Address: PO Box 2686

City : Harlingen

State: TX

ZIP : 78551

Payment to:

Automated or Regular :

Name :Kim Thompson

Phone :866-839-8477

TIPS Contact: Fax :866-839-8472

E-mail :tips@reg8.net

Mobile :903-243-4789

MWBE/HUB Status:



Awards

Chemical Responese & Remediation

Commodity Category – Trades, Temporary Labor and Materials

Contract # 08-032609 Effective Dates 03/26/09 – 03/26/12

THIS CONTRACT WILL RENEW ANNUALLY AUTOMATICALLY FOR YEARS 2010 AND 2011, IF BOTH PARTIES AGREE.

David Mabe

Deputy Executive Director
Region VIII ESC

Harvey Hohenberger Jr.

Executive Director
Region VIII ESC

TIPS/TAPS
Awarded Vendor Memorandum of Agreement

This agreement is by and between **Chemical Response & Remediation** and Region 8 Education Service Center (TIPS/TAPS) for the Vendor Awarded Commodity – **Trades, Temporary Labor and Materials Contract #08-032609** to provide a written understanding of the TIPS/TAPS purchasing procedures. It is the intent of TIPS/TAPS to contract with a reliable, high performance vendor to supply various commodities to government and educational agencies in the State of Texas, Arkansas, Missouri, Oklahoma and other states in the future months. It is the experience of TIPS/TAPS that the following procedures provide TIPS/TAPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures are as follows:

Promotion of Contract:

It is agreed that the Awarded Vendor will educate and promote the TIPS/TAPS contract with the Awarded Vendor Sales Team.

It is agreed that the Awarded Vendor will encourage all eligible entities to purchase from the TIPS/TAPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS/TAPS contract is not acceptable to the terms and conditions of the contract and will result in removal of Awarded Vendor from Program. TIPS/TAPS and the Regional ESC partners host TIPS Vendor Fairs throughout the year and participate in various conference in all states. Awarded Vendor is expected to show support at these meetings as requested by TIPS/TAPS. Vendor is expected to use marketing funds for the marketing and promotion of the TIPS/TAPS contract.

Invoices:

Awarded Vendor shall submit invoices direct to the TIPS/TAPS members. Each invoice shall include the TIPS/TAPS member's purchase order number. Shipment tracking number and/or any other pertinent information, for verification of TIPS/TAPS member receipt, shall be made available upon request. The Awarded shall not invoice for partial shipments unless agreed to by the TIPS/TAPS member.

Payment of Invoices:

All TIPS/TAPS members will make payment of invoices directly to Awarded Vendor.

No Sales Clause:

If an Awarded Vendor reports "No Sales" for (2) consecutive quarters, the Awarded Vendor will be put on Probationary Status. If "No Sales" are reported during the Probationary Period, the Awarded Vendor Contract will be subject to termination. TIPS/TAPS reserves the right to cancel any Awarded Contract with a 30 day written notice to Awarded Vendor.

2% Fee:

Awarded Vendor understands that in order to legally use this contract the 2% Fee must be paid to TIPS/TAPS within 30 days of receipt from payment of invoice. If the 2% Fee is not paid, the Awarded Vendor understands they are putting the TIPS/TAPS Member (School district and/or government entity) in violation of the State's Bid Laws. The TIPS/TAPS member would be unaware of this purchasing violation. My signature below, on this legal document, signifies that I understand this requirement is the responsibility of the a-fore mentioned company, as an Awarded Vendor of the TIPS/TAPS Purchasing System. Henceforth by signing this document, the Vendor agrees to accept all responsibility for any violation of bid laws that are a result of not having paid the agreed upon 2% fee which authorizes this Awarded Contract. Awarded Vendor will therefore be responsible for any legal expenses incurred by the TIPS/TAPS Member and/or TIPS/TAPS Administration, should a violation be the direct result of the Awarded Vendor not having paid the 2% Fee as required to complete the contract requirements.

Random Audit:

Awarded Vendors are subject to random audits of sales activity. The TIPS/TAPS office may periodically contact TIPS/TAPS Members to request Awarded Vendor sales transaction information (i.e. purchase orders, purchase authorizations, cancelled checks etc...). If the Awarded Vendor is found in violation of not having reported all TIPS/TAPS Sales, the Awarded Vendor Contract will be subject to termination.

TIPS/TAPS will offer Awarded Vendors two ways of accepting purchase orders and submitting the Sales Commission Report to TIPS/TAPS:

Automated – Vendor would be one that meets the following criteria:

- (1) High Volume of Sales Activity
- (2) Trusted Vendor (TIPS/TAPS has no reason “not” to trust the vendor)
- (3) E-Commerce (Vendor is set up with a website and accepts orders through the website)
- (4) All PO’s will go directly to Awarded Vendor with TIPS Office receiving only a copy by fax.
- (5) Monthly Reporting and Revenue Report (Vendor will provide electronic spreadsheet to accompany monthly commission check to TIPS.)

Regular – Vendor would be one that does not meet Automated criteria:

- (1) All PO’s are FAXED to the TIPS/TAPS Office then forwarded to the vendor by TIPS usually within 2 hours of receiving from TIPS member.
- (2) If a member submits a PO directly to the Awarded Vendor, the Awarded Vendor will instruct the member to follow the purchasing procedure as outlined on the TIPS Website at www.tips-usa.com.
- (3) Awarded Vendor will prepare a sales/commission report in form of spreadsheet listing the TIPS Member, State, Region (Texas Members Only), Date, Item, Price, Extended Price, Total Sales and Total Commission along with one check for total 2% due to TIPS either monthly or quarterly.

By virtue of the following signatures, we the undersigned do express understanding and commitment to the provisions of this agreement.

(Please check only one)

I accept the above listed criteria, and designate Contract Vendor.


___ Automated Contract or Regular

TIPS/TAPS

Harvey Hohenberger Jr.

Harvey Hohenberger Jr.
Executive Director
Region 8 Education Service Center

Chemical Response & Remediation



Awarded Vendor Authorized Signature
David A. Hanawa

Typed Name
dhanawa@chemicalresponse.com

Email Address
(956) 365-4252

Telephone

Date: _____

Date: 04/13/09

RETURN THIS DOCUMENT TO TIPS @ P.O. Box 1894, Mt. Pleasant, Texas 75456



Raba-Kistner-Brytest Consultants, Inc.
8100 Cameron Road, Suite B-150
Austin, Texas 78754-3812
(512) 339-1745 • FAX (512) 339-6174
www.rkci.com

Project No. ASF08-271-00
September 18, 2009

Mr. Moises Salazar
Buyer II
Hidalgo County Purchasing Department
2812 South Business 281
Edinburg, Texas 78539

RE: Asbestos Abatement for Hidalgo County Old Administration Building
RFP: 2009-071D-08-04-MSS
County of Hidalgo
Edinburg, Texas

Dear Mr. Salazar:

Raba-Kistner Consultants, Inc. (R-K) is pleased to review the Request for Proposal from Chemical Response & Remediation Contractors, Inc. dated August 25, 2009 for the asbestos abatement. The total price for asbestos abatement in the Old Hidalgo County Courthouse was **\$88,318.00**. R-K has carefully evaluated Table 1 of the proposal from Chemical Response & Remediation Contractors, Inc. and have concluded that Hidalgo County may be able to obtain a lower price for the asbestos abatement by public advertisement of the project in publications like the Texas Facilities Commission or the Construction Data Corp.

R-K staff will be available to review future Request for Proposals on this project. We appreciate the opportunity to be of service to you and look forward to beginning work on this project.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

A handwritten signature in black ink that reads 'Michael P. Cosgrove'.

Michael P. Cosgrove
Individual Asbestos Consultant

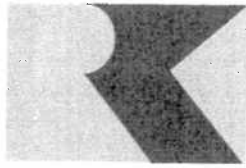
MPC/srw

Copies Submitted: Above (1)
via email – moises.salazar@co.hidalgo.tex.us and U.S. Mail

**HIDALGO COUNTY
ASBESTOS ABATEMENT FOR HIDALGO COUNTY OLD
ADMINISTRATION BUILDING
2009-071D-08-04-MSS**

EXHIBIT “A”

**SCOPE OF WORK
-SPECIFICATIONS**



Raba Kistner

Engineering • Testing • Environmental • Facilities • Infrastructure

ASBESTOS ABATEMENT SPECIFICATIONS

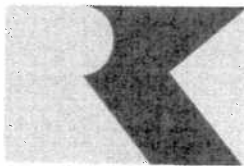
FOR THE

OLD HIDALGO COUNTY ADMINISTRATION BUILDING
100 EAST CANO BOULEVARD
EDINGBURG, TEXAS

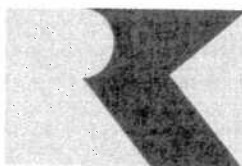
Prepared For

Alcocer, Garcia, and Associates Design Consultants
Mr. Eduardo Alcocer

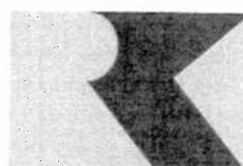
R-K PROJECT NO.: ASF08-271-20-00
February 2009



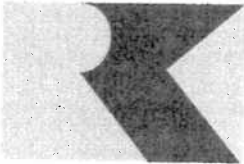
Austin, TX



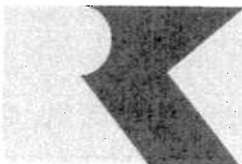
Brownsville, TX



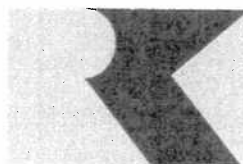
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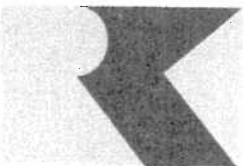
Houston, TX



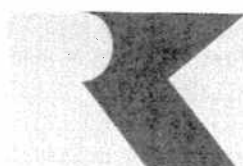
McAllen, TX



Mexico



Pflugerville, TX



San Antonio, TX

-ASBESTOS ABATEMENT SPECIFICATIONS

**Old Hidalgo County Administration Building
100 East Cano Boulevard
Edinburg, Texas**


**Prepared for
Alcocer, Garcia and Associates Design Consulting
Mr. Eduardo Alcocer**

Prepared By:

**RABA-KISTNER CONSULTANTS, INC.
8200 CAMERON ROAD, SUITE C-154
AUSTIN, TEXAS 78754-3822
(512) 339-1745
(512) 339-6174 (FAX)**

R-K PROJECT NO.: ASF08-271-00

February 18, 2009


**Michael P. Cosgrove
Individual Asbestos Consultant
TDH License No. 105473**

ASBESTOS SPECIFICATIONS
Old Hidalgo County Administration Building
100 East Cano Boulevard

DIVISION 1 - GENERAL REQUIREMENTS

- 01901 Summary of Work
- 01902 Project Coordination
- 01903 Definitions and Standards
- 01904 Codes and Regulations
- 01905 Submittals
- 01906 Test Laboratory Services
- 01907 Temporary Facilities
- 01908 Temporary Pressure Differential and Air Circulation System
- 01909 Temporary Enclosures
- 01910 Worker Protection
- 01911 Decontamination Units
- 01912 Project Closeout
- 01913 Project Decontamination
- 01914 Work Area Clearance

DIVISION 2 - SITE WORK

- 01915 Removal of Asbestos Containing Material
- 01916 Disposal of Asbestos Containing Waste Material

Appendix A Material Sample log

**SECTION 01901
SUMMARY OF WORK**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of Contract, including Supplementary General Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION - SUMMARY OF WORK

- A. This Section includes the following:

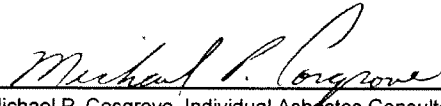
1. The Project consists of Asbestos Abatement at the Old Hidalgo Administration Building Edinburg, Texas, all as shown on the Contract Documents prepared by Raba-Kistner Consultants, Inc.
2. The work on this Project consists of the abatement and disposal of identified asbestos from the following specified areas:
3. Abatement contractor must regulate south wing with 2 layers of 6 mil poly and barrier tape.
4. PCM's Final Clearance will be run.

**QUANTITIES ARE ESTIMATES ONLY AND MUST BE FIELD VERIFIED BY THE
CONTRACTOR PRIOR TO PROPOSAL.**

The contractor must confine operations to areas within Contract limits established. Portions of the site beyond areas in which operations are established are not to be disturbed. Keep driveways and entrances serving the premises clear, clean and available to the Owner and his employees at all time

1.3 GENERAL

- A. This project is to be conducted in accordance with the requirements of 25 TAC, section 15, Article 4477-3a and 29 CFR 1926.1101.
1. The location and approximate quantities of asbestos materials provided in these specifications are estimates only and do not include any hidden materials not identified. The Contractor is responsible to field verify for actual quantities which these plans and specifications represent. No additional compensation will be made to the Contractor(s) for differences


Michael P. Cosgrove, Individual Asbestos Consultant
License No.: 105473, Expiration Date: 03/15/2010

between the estimated quantities and the actual quantities unless prior written approval is obtained from the Owner or his representative.

B. RELATED DOCUMENTS

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification sections, apply to work of this section.

1.4 PROJECT/WORK IDENTIFICATION

A. 1. General:

Old Hidalgo County Administration Building
100 West McIntyre Street
Edinburg , Texas

2. As shown on contract documents.


The purpose of this specification is the removal of all the asbestos containing materials in specified areas of the building, as identified in this specification.

B. Briefly and without force and effect upon the contract Documents, the work of the Contract can be summarized as follows:

1. The purpose of this project is to remove and dispose of the following identified asbestos containing materials (ACM's):
 - Floor mastic
 - Filler on CMU walls
 - Pink sink soundproofing
 - 9"X9" off-white floor tile and black mastic
 - Joint compound under non-asbestos sheetrock and wall texture
 - 2" grey pipe mastic paper wrap
 - Black mastic under non-asbestos brown 12"X12" floor tile
 - Black AC Duct black mastic
 - 9"X9" off-white floor tile and black mastic

The purpose of this specification is the removal of all the asbestos containing materials in specified areas of the building, as identified in this specification.

B. Briefly and without force and effect upon the contract Documents, the work of the Contract can be summarized as follows:


Michael P. Cosgrove, Individual Asbestos Consultant
License No.: 105473, Expiration Date: 03/15/2010

2. The purpose of this project is to remove and dispose of the following identified asbestos containing materials (ACM's):

- Floor mastic
- Filler on CMU walls
- Pink sink soundproofing
- 9"X9" off-white floor tile and black mastic
- Joint compound under non-asbestos sheetrock and wall texture
- 2" grey pipe mastic paper wrap
- Black mastic under non-asbestos brown 12"X12" floor tile
- Black AC Duct black mastic
- 9"X9" off-white floor tile and black mastic

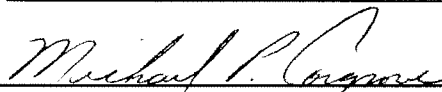
C. The Contractor will remove and dispose of as ACM the above listed material. A summary of the sampling of these items follows:

1.5 ASBESTOS CONTAINING MATERIALS:

A. The following asbestos containing materials require abatement prior to renovation. If any other materials are found, which are suspected of containing asbestos, immediately notify the Owner's Representative. The amounts of ACM listed below are approximate. The Contractor will field verify the quantities.

First Floor

DESCRIPTION	QUAN./LOCATION	COMMENTS
9"x9" floor tile & underlying black mastic	Approximately 300 sf South section-middle storage office Southeast stairs storage room	Full containment, pre cleaning, four foot splash guards, wet methods, criticals, barrier tape, negative air pressure that vents to the exterior, and 3 stage decontamination units. Proper PPE and half face respirator , double bag and disposal in sealed container in compliance with TAHPR rules.
Joint compound under non-asbestos sheetrock and wall texture	Approximately 9,000 sf Southeast stairs Southeast stair storage area Southeast stair hallway South section offices	Full containment(2 layers of 6-mil poly on floors, windows and doors), pre cleaning, wet methods, negative air pressure that vents to the exterior, and 3 stage decontamination units. Install barrier tape and signs to regulate access into work areas and have restricted entry to authorized persons only. Proper PPE and PAPR respirator double bag and disposal in sealed container in compliance with TAHPR rules.
Pink soundproofing Under sinks	Kitchen UBC Office 2 nd floor	Remove as whole components double wrap Proper PPE and ½ face respirator double bag and disposal in sealed container in compliance with TAHPR rules.

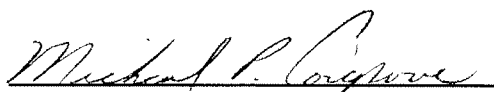

Michael P. Cosgrove, Individual Asbestos Consultant
License No.: 105473, Expiration Date: 03/15/2010

FIRST FLOOR

DESCRIPTION	QUAN./LOCATION	COMMENTS
Wall block filler	Vault records room 660 square feet	Full containment(2 layers of 6-mil poly on floors, windows and doors), pre cleaning, wet methods, negative air pressure that vents to the exterior, and 3 stage decontamination units. Install barrier tape and signs to regulate access into work areas and have restricted entry to authorized persons only. Proper PPE and PAPR respirator double bag and disposal in sealed container in compliance with TAHPR rules.

SECOND FLOOR

DESCRIPTION	QUAN./LOCATION	COMMENTS
2" grey pipe mastic paper wrap	Above ceiling throughout 2 nd story northeast area Approximately 2,000 square feet	Full containment(2 layers of 6-mil poly on floors, windows and doors), pre cleaning, wet methods, negative air pressure that vents to the exterior, and 3 stage decontamination units. Install barrier tape and signs to regulate access into work areas and have restricted entry to authorized persons only. Proper PPE and PAPR respirator double bag and disposal in sealed container in compliance with TAHPR rules.
Black mastic under non-asbestos brown 12"X12" floor tile	Approximately 1,800 square feet Southeast area Offices and hallways	Full containment, pre cleaning, four foot splash guards, wet methods, criticals, barrier tape, negative air pressure that vents to the exterior, and 3 stage decontamination units. Proper PPE and half face respirator , double bag and disposal in sealed container in compliance with TAHPR rules.
Pink soundproofing Under sinks	Kitchen UBC Office 2 nd floor	Remove as whole components double wrap Proper PPE and ½ face respirator double bag and disposal in sealed container in compliance with TAHPR rules.
Black AC Duct black mastic	Approximately 2,500 square feet Throughout ceiling in 2 nd story South building section	Wet glove bag methods, criticals, barrier tape, negative air pressure that vents to the exterior in work area, and 3 stage decontamination units. Proper PPE and half face respirator , double bag and disposal in sealed container in compliance with TAHPR rules. Or Full containment(2 layers of 6-mil poly on floors, windows and doors), pre cleaning, wet methods, negative air pressure that vents to the exterior, and 3 stage decontamination units. Install barrier tape and signs to regulate access into work areas and have restricted entry to authorized persons only. Proper PPE and ½ facer respirator double bag and disposal in sealed container in compliance with TAHPR rules.


Michael P. Cosgrove, Individual Asbestos Consultant
License No.: 105473, Expiration Date: 03/15/2010

Second Floor

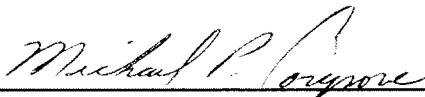
<i>DESCRIPTION</i>	<i>QUAN./LOCATION</i>	<i>COMMENTS</i>
Joint compound under non-asbestos sheetrock and wall texture	Approximately 8,000 square feet Southeast area Offices and hallways	Full containment(2 layers of 6-mil poly on floors, windows and doors), pre cleaning, wet methods, negative air pressure that vents to the exterior, and 3 stage decontamination units. Install barrier tape and signs to regulate access into work areas and have restricted entry to authorized persons only. Proper PPE and PAPR respirator double bag and disposal in sealed container in compliance with TAHPR rules.
9"X9" off-white floor tile and black mastic	Approximately 300 square feet Southeast stairway hall area	Full containment, pre cleaning, four foot splash guards, wet methods, criticals, barrier tape, negative air pressure that vents to the exterior, and 3 stage decontamination units. Proper PPE and half face respirator , double bag and disposal in sealed container in compliance with TAHPR rules.

- B. Personal air monitoring will be conducted during the entire abatement process. Personal pumps will also be placed on one of every four workers. All of this activity must be conducted under the supervision of a TDSHS licensed air monitor.

The abatement must comply with these Specifications, the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), State of Texas March, 2003 revisions, and local regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

- C. The Contractor will inform the Owner and Owner's Representative of any hidden or unidentified conditions that may result in a Change Order or additional cost to the Bid Price of the Contract as soon as they are found. This notice will require written approval by the Owner's Representative prior to accomplishing any additional work.

The Contractor will be required to repair any damage to the facility or equipment of the Owner as the result of the Abatement Project. Any replacement items (paint, wall coverings, panels, etc.) will be of equal quality and color of the damaged items.


 Michael P. Cosgrove, Individual Asbestos Consultant
 License No.: 105473, Expiration Date: 03/15/2010

1.6 General and Administrative Requirements: Are set forth in the following specification sections:

- A. 01901 Summary of Work
- B. 01902 Project Coordination
- C. 01903 Definitions and Standards
- D. 01904 Codes and Regulations
- E. 01905 Submittals

1.7 Abatement Work:

- A. Requirements are set forth in the following specification sections, listed here according to the sequence of the work:
 - 1. 01904 - Applicable Codes: Sets forth-governmental regulations and industry standards that are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits that are known to the Owner and either must be applied for and received or which must be given to governmental agencies before start of work.
 - 2. 01907 - Temporary Facilities: Sets forth the support facilities needed such as electrical and plumbing connections.
 - 3. 01906 - Test Laboratory Services: Describes air monitoring by Owner's Representative so that the building beyond the work area will remain uncontaminated. Air monitoring to determine required respiratory protection is the responsibility of the Contractor.
 - 4. 01914 - Decontamination Units: Explains the setup and operation of the personnel and material decontamination units.
 - 5. 01908 - Temporary Pressure Differential and Air Circulation System: Sets forth the procedures to set up negative air machines and ventilation of the work area.
 - 6. 01910 - Worker Protection: Describes the equipment and procedures for protecting workers against asbestos contamination and other work place hazards except for respiratory protection.
 - 7. 01911 - Respiratory Protection: Sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos fibers.

- B. Asbestos Removal Work Procedures: Are described in the following specification sections:
 - 1. 01916 - Removal of Asbestos Containing Material
 - 2. 01917 - Disposal of Asbestos Containing Waste Material
- C. Decontamination of the Work Area: Is described in the following section:
 - 1. 01914 – Project Decontamination
 - 2. 01915 - Work Area Clearance: Describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.

1.8 PLAN OF ACTION

- A. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this Specification. Include in the plan the location and layout of decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of other trades and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable HEPA ventilation system, closing out of the area HVAC system, method of removal to prohibit visible emissions in work area, and packaging of removed asbestos debris.

1.9 POTENTIAL ASBESTOS HAZARD

- A. The disturbance or dislocation of asbestos containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and other trades. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures, which must be followed.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos containing materials, take appropriate continuous measures as necessary to protect the building from the contamination with airborne asbestos. Such measures will include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

1.10 CONTRACTOR USE OF PREMISES

A. General: The Contractor will limit his use of the premises to the work indicated.

1. Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project abatement.
2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to areas indicated at the pre-abatement meeting.
3. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.
4. Owner Occupancy: The Owner during the asbestos abatement project(s) will not occupy the facility.

-END OF SECTION-

**SECTION 01902
PROJECT COORDINATION**

PART 1 - PROJECT COORDINATION

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 ABATEMENT TIME

- A. The use of insufficient labor or equipment for abatement purposes or inadequate scheduling of materials or equipment will not be allowed as cause for delay. Extension of time or extra cost will not be allowed for failure to complete the project on time due to insufficient labor or equipment.

1.3 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General Superintendent: Provide a full-time General Superintendent on site who is licensed in accordance with Texas Civil Statutes, Article 4477-3a, Section 295.46 and experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by OSHA in 29 CFR 1926 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos containing materials.
- B. Asbestos Workers: All workers actively involved in the removal of asbestos material will be Registered Asbestos Workers with the State of Texas.

1.4 PRE-CONSTRUCTION CONFERENCE

- A. An initial progress meeting, recognized as the "Pre-Construction Conference", will be convened by the Owner and the Owner's Representative prior to the start of any work. The General Superintendent of the Contractor, Owner's Representative(s), Project Administrator, and other entities concerned with the asbestos abatement work will attend the meeting.

1.5 DAILY LOG

- A. General: Maintain within the Decontamination Unit a Daily Log documenting the dates and time of, but not limited to, the following items:

Personnel, by name, entering and leaving the work area, air monitoring results and any equipment/supplies decontaminated and brought out through the decontamination unit.

1.6 SPECIAL REPORTS

- A. General: Except as otherwise indicated, submit special reports directly to the Owner's Representative or the Owner within one day of occurrence requiring special report, with copy to others affected by occurrence.
- B. Reporting Unusual Events: When an event of unusual and significant nature occurs at site (examples: failure of negative pressure system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.
- C. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.7 CONTINGENCY PLAN

- A. Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, negative air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- B. Post: In clean room of the Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.

1.8 NOTIFICATIONS

- A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.

-END OF SECTION-

**SECTION 01903
DEFINITIONS AND STANDARDS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in contract documents are defined in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to the extent they are not stated more explicitly in another element of contract documents.
 - 1. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in projects.
 - 2. Indicated: The term "Indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar requirements in Contract Documents. Where terms such as "shown", "noted", and "scheduled" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
 - 3. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Owner's Representative," "requested by "Owner's Representative," and similar phrases. However, no such implied meaning will be interpreted to extend Owner's Representative's responsibility into Contractor's responsibility for construction supervision.
 - 4. Project Site: The term "project site" is defined as the space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on the drawings, and may or may not be identical with the description of land upon which the project is built.

5. Approve: The term "approved", where used in conjunction with the Owner's Representative's actions on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in Supplementary
6. Conditions. Such approval will not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
7. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
8. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
9. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
10. Provide except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
11. Installer: The term "installer" is defined as the entity (person or firm) engaged by Contractor, or its sub-contractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
12. Testing Laboratory: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

13. **Owner's Representative:** Is the entity described as the Consultant and/or Architect. All references to Consultant or Architect in the contract documents will in all cases refer to the Owner's Representative. This Representative will represent the Owner during abatement until final payment is due.
14. **Project Administrator:** Is the entity described as the "Project Representative" or "Engineer". The Project Administrator is a full-time representative of the Owner at the job site with the authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, the interest of the Owner, safety of any person or the Owner's property are jeopardized by the work.
15. **General Superintendent:** Is the Contractor's representative at the work site. This person will generally be the competent person required by OSHA in 29 CFR 1926.

1.3 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT

A. This Section includes the following:

1. **Accredited or Accreditation** (when referring to a person or laboratory): A person or laboratory accredited in accordance with Section 206 of Title II of the Toxic Substances Control Act (TSCA).
2. **Aerosol:** A system consisting of particles, solid or liquid, suspended in air.
3. **Air Cell:** Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
4. **Air Monitoring:** The process of measuring the fiber content of a specific volume of air.
5. **Amended Water:** Water to which a surfactant has been added.
6. **Asbestos:** The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered will be considered as asbestos.

7. Asbestos Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.
8. Asbestos Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on the interior structural members or other parts of a building.
9. Asbestos Containing Waste Material: Any material that is or is suspected of being or any material contaminated with an asbestos containing material that is to be removed from a work area for disposal.
10. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
11. Authorized Visitor: The Owner's Representative, testing lab personnel, the Architect/Engineer or a representative of any federal, state and local regulatory or other agency having authority over the project.
12. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
13. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
14. Ceiling Concentration: The concentration of an airborne asbestos substance that will not be exceeded.
15. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
16. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
17. Disposal Bag: True 6-mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site. Each is labeled as follows:

DANGER
Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard

CAUTION
Contains Asbestos Fibers
Avoid Opening or Breaking Container
Breathing Asbestos Is Hazardous To Your Health

AND

Project Building Name
Location
Date
Building Owner Name

18. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
19. Bridging encapsulant: An encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
20. Penetrating encapsulant: An encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
21. Removal encapsulant: A penetrating encapsulant specifically designed for removal of asbestos containing materials rather than for in situ encapsulation.
22. Encapsulation: Treatment of asbestos containing materials, with an encapsulant.
23. Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
24. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
25. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight, and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
26. Glovebag: A sack (typically constructed of 6-mil transparent polyethylene or polyvinylchloride plastic) with two inward projecting long-sleeve gloves, which are designed to enclose an object from which an asbestos containing material is to be removed.

27. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
28. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air (absolute) filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
29. High-Efficiency Filter: A filter which removes from air 99.97% or more of monodisperse dioctyl phthalate (DOP) particles having a mean particle diameter of 0.3 micrometer.
30. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
31. Negative Pressure Ventilation System: A pressure differential and ventilation system.
32. Negative Pressure: Air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).
33. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
34. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
35. Repair: Returning damaged ACBM to an undamaged condition or to an intact state to prevent fiber release.
36. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
37. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

38. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
39. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
40. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.
41. Work Area: The area where asbestos related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

1.4 DRAWING SYMBOLS

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE.

1.5 INDUSTRY STANDARDS

- A. This Section includes the following:
 1. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Refer to the other contract documents for resolution of overlapping and conflicting requirements that result from the application of several different industry standards to the same unit of work. Refer to individual unit of work sections for indications of which specialized codes and standard the Contractor must keep at the project site, available for reference.

2. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards that are recognized in industry for applicability to work.
3. Non-referenced standards are hereby defined to have no particular applicability to the work, except as general requirements of whether the work complies with standards recognized in the construction industry.
4. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
5. Updated Standards: At the request of the Owner's Representative, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the work affected. The Owner's Representative will decide whether to issue the change order to proceed with the updated standard.
6. Copies of Standards: Each entity engaged in work on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.
 - b. Although certain copies of standards needed for enforcement of the requirements may be required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.
7. Abbreviations and Names: Where acronyms or abbreviations are used but not identified in specifications or other contract documents they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.
8. Abbreviations and Names: The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of

date of contract documents:

- a. AIHA - American Industrial Hygiene Association
475 Wolf Ledges Parkway
Akron, OH 44311
216/762-7294
- b. AIA - American Institute of Architects
1735 New York Ave. NW; Washington, DC 20006
202/626-7474
- c. ANSI - American National Standards Institute
1430 Broadway; New York, NY 10018
212/354-3300
- d. ASHRAE - American Society for Heating, Refrigerating, and Air
Conditioning Engineers
1791 Tullie Circle NE; Atlanta, GA 30329
404/636-8400
- e. ASME - American Society of Mechanical Engineers
345 East 47th Street
New York NY 10017
212/705-7722
- f. ASPE - American Society of Plumbing Engineers
3716 Thousand Oaks Blvd., Suite 210
Westlake, CA 91362
805/495-7120
- g. ASTM - American Society for Testing and Materials
1916 Race St.; Philadelphia, PA 19103
215/299-5400
- h. CFR - Code of Federal Regulations
Available from Government Printing Office;
Washington, DC
20402 (usually first published in Federal Register)
- i. CGA - Compressed Gas Association
1235 Jefferson Davis Highway; Arlington, VA 22202
703/979-0900

- j. CS - Commercial Standard of NIST (U.S. Dept. of Commerce)
Government Printing Office; Washington, DC 20402
202/377-2000
- k. DOT - Department of Transportation
400 M Street, SW
Washington, DC 20590
202/426-4000
- l. EPA - Environmental Protection Agency
401 M St., SW; Washington, DC 20460
202/382-3949
- m. FS - Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase
from GSA Specifications Unit (WFSIS); 7th and D
Streets, SW; Washington, DC 20406
202/472-2205 or 2140
- n. GA - Gypsum Association
1603 Orrington Ave.; Evanston; IL 60201
312/491-1744
- o. GSA - General Services Administration
F St. and 18th St., NW; Washington, DC 20405
202/655-4000
- p. IEEE - Institute of Electrical and Electronic Engineers
345 E. 47th Street
New York, NY 10017
202/705-7900
- q. MIL - Military Standardization Documents
(U.S. Dept. of Defense)
Naval Publications and Forms Center
5801 Tabor Ave.; Philadelphia, PA 19120
- r. NEC - National Electrical Code (by NFPA)
- s. NFPA - National Fire Protection Association
Batterymarch Park; Quincy, MA 02269
617/770-3000

- t. NIST - National Institute of Standards and Technology
(U.S. Dept. of Commerce)
Gaithersburg, MD 20234
301/921-1000
- u. OSHA - Occupational Safety & Health Administration
(U.S. Dept. of Labor)
Government Printing Office; Washington, DC 20402
- v. PS - Product Standard of NBS (U.S. Dept. of Commerce)
Government Printing Office; Washington, DC 20402
202/783-3238
- w. RFCI - Resilient Floor Coverings Institute
966 Hungerford Drive, Suite 12-B
Rockville, MD 60062
312/272-8000
- x. UL - Underwriters Laboratories
333 Pfingsten Rd.; Northbrook, IL 60062
312/272-8800

1.6 SUBMITTALS

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

-END OF SECTION-

**SECTION 01904
CODES AND REGULATIONS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF THE WORK

- A. This section sets forth-governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
- B. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.
- C. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

1.3 CODES AND REGULATIONS

- A. This Section includes the following:
 - 1. General Applicability of Codes, Regulations and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
 - a. Contractor Responsibility: The Contractor will assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor will hold the

Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

- b. Federal Requirements: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
- c. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
- d. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules, Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the Code of Federal Regulations
- e. Respiratory Protection; Title 29, Part 1910, Section 134 of the Code of Federal Regulations Construction Industry; Title 29, Part 1926, of the Code of Federal Regulations
- f. Construction Industry, Title 29, Part 1926 of the Code of Federal Regulations
- g. Access to Employee Exposure and Medical Records; Title 29, Part 1910, Section 2 of the Code of Federal Regulations
- h. Hazard Communication; Title 29, Part 1910, Section 1200 of the Code of Federal Regulations
- i. Specifications for Accident Prevention Signs and Tags; Title 29, Part 1910, Section 145 of the Code of Federal Regulations
- j. U. S. Department of Transportation:
- k. Hazardous Substances, Title 29, Part 171 and 172 of the Code of Federal Regulations
- l. U. S. Environmental Protection Agency (EPA) including but not limited to:
- m. Asbestos Abatement Projects Rule 40
- n. 40 CFR Part 762

- o. CPTS 62044, FRL 2843-9
- p. Title 34, Part 231, Appendix C, Procedures for Containing and Removing Building Materials Containing Asbestos
- q. Title 40, Part 61, Sub-part A of the Code of Federal Regulations National Emission Standard for Asbestos
- r. Title 40, Part 61, Sub-part M (Revised Sub-part B) of the Code of Federal Regulations.
- s. American National Standards Institute (ANSI) Publication:
- t. Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems
- u. American Society for Testing and Materials (ASTM) Publication:
- v. E 849-82 Safety and Health Requirements relating to Occupational Exposure to Asbestos
- w. State Requirements: (1) 25TAC Part 289.141-289.156 (Texas Civil Statutes, 4477-3a, and all additions to this rule, Asbestos Exposure Abatement in Public Buildings, (2) 25 TAC 325.136(b)(6-7) Municipal Solid Waste Management Regulations.
- x. Local Requirements: Abide by all local requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- y. Texas Asbestos Health Protection Act, Texas Civil Statutes, Article 4477-3a.

1.4 STANDARDS

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor will assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying area adjacent to the site. The Contractor will hold the Owner and the Owner's

Representative harmless for failure to comply with any applicable standard on the part of himself, his employees, or his sub-contractors.

C. Standards: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. American National Standards Institute (ANSI)
1430 Broadway
New York, New York 10018
(212) 354-3300
2. Fundamentals Governing the Design and Operation of Local Exhaust Systems
Publication Z9.2-79
3. Practices for Respiratory Protection
Publication Z288.2-80
4. American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
215/299-5400
5. Safety and Health Requirements Relating to Occupational Exposure to Asbestos
E 849-82
6. Specification for Encapsulants for Friable Asbestos Containing Building Materials
Proposal P-189
"Guide" Specification - 02080 Asbestos Removal AIA Service Corporation
1735 New York Avenue NW
Washington, DC
7. AWCI Guide Specifications for the abatement of asbestos release from spray or trowel applied materials in buildings and other structural designs
8. U.S. Department of Commerce
9. National Bureau of Standards
10. National Engineering Lab
11. Center for Building Technology

1.5 EPA GUIDANCE DOCUMENTS

- A. EPA Guidance Documents: Which discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below for the contractor's information only. These documents do not describe the work and are not a part of the work of this contract. EPA maintains an information number (800-334-8571), publications can be ordered from (800-424-9065) and (554-1404 in Washington, DC):
1. Asbestos Containing Materials in School Buildings - A Guidance Document
Part 1 & 2 (Orange Books)
EPA C00090 (out of print)
 2. Guidance for Controlling Asbestos Containing Materials in Buildings
EPA 560/5-85-024 (Purple Book)
 3. Friable Asbestos Containing Materials in Schools: Identification and Notification Rule (40CFR Part 763)
 4. Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule
EPA 560/5-84-005
 5. Asbestos in Buildings: National Survey of Asbestos Containing Friable Materials
EPA 560/5-84-006
 6. Asbestos in Buildings: Guidance for Service and Maintenance Personnel
EPA 560/5-85-018
 7. Asbestos Waste Management Guidance
EPA 530-SW-85-007
 8. Asbestos Fact Book
EPA Office of Public Affairs
 9. Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials
 10. Commercial Laboratories with Polarized Light Microscopy Capabilities for bulk asbestos identification
 11. A Guide to Respiratory Protection for the Asbestos Abatement Industry
EPA-560-OPTS-86-001

1.6 NOTICES

- A. U.S. Environmental Protection Agency notification to the US EPA is mandated by the National Emission Standards for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) for any project which involves the removal of asbestos containing materials. Notification of encapsulation projects is not required, but is not discouraged by EPA.

Demolition/Renovation Notification Form: The Texas Department of State Health Services Demolition/Renovation form combines the requirements of the **National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Subpart M** and the **Texas Asbestos Health Protection Rules (TAHPR)**. Both of these regulations require that written notification be submitted before beginning renovation projects which include the disturbance of any asbestos containing material (ACM) in a building or facility or before the demolition of a building or facility. **The abatement contractor is responsible for submitting the notification form on behalf of the owner and payment of all notification fees.**

- B. Written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the Regional Asbestos NESHAPS Contact at least 10 working days prior to beginning any work on asbestos containing materials will be submitted by the Contractor to the following address:

Texas Department of State Health Services
Asbestos Notification & Information Section
PO Box 143538
Austin, TX 78714-3538

- C. Changes in the information on the notice will necessitate the refiling of an amended notice by the Contractor.
- D. Notification: The following information will be included in the notification sent to the NESHAPs Contact:
1. Name and address of owner or operator.
 2. Description of the facility that is being demolished or renovated, including the size, age, and prior use of the facility.
 3. Estimate of the approximate amount of friable asbestos material present in the facility in terms of linear feet of pipe, and surface area on other facility components.

4. Location of the facility being renovated.
 5. Scheduled starting and completion dates of renovation.
 6. Nature of planned renovation and method(s) to be used.
 7. Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
 8. Name and location of the waste disposal site where the friable asbestos waste material will be deposited.
 9. Supplement information maybe required on the Contractor's part to obtain approval. The Contractor will provide whatever information requested by the regulatory agencies.
- E. Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.
- F. Permits: All asbestos waste is to be transported by an entity maintaining a current "Industrial Waste Hauler Permit" specifically for asbestos containing materials, as required for transporting of asbestos containing materials to a disposal site.
- G. Licenses: Maintain current State Asbestos Abatement Contractor License or local jurisdiction for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

-END OF SECTION-

**SECTION 01905
SUBMITTALS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Product data.
 - 3. Miscellaneous submittals.

1.3 ADMINISTRATIVE SUBMITTALS

- A. Refer to other Division-1 sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Insurance Certificates.
 - 4. Performance and Payments Bonds.
 - 5. List of Subcontractors.

1.4 COORDINATION

- A. Coordinate both the listing and timing of reports and activities required by provisions of this section and other sections, so as to provide consistency and logical coordination between reports. Maintain coordination and correlation between separate reports by updating at weekly intervals. Make appropriate distribution of each report and updated report to all parties involved in the work, including the Owner's Representative and the Owner. In particular provide close coordination of the progress schedule, listing of subcontractors, progress reports, and payment.

- B. Coordinate transmittal of different types of submittals for the related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
- C. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

1.5 SUBMITTAL

- A. Prepare a schedule, including work dates, work shift time, number of employees, dates of start and estimated completion including dates of preparation work, pre-abatement demolition, asbestos removal, clearance dates, and final inspection dates to the Owner's Representative prior to start of abatement.
- B. Allow sufficient review time so that the project will not be delayed as a result of the time required to process submittals, including time for re-submittals.
- C. Allow one week (5 working days) for review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal must be delayed for coordination.
- D. No extension of the Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

1.6 PROGRESS MEETINGS

- A. Representatives of the Contractor, the Consultant, and the Owner will meet at the building site or at some other designated meeting place at intervals as necessary to maintain an optimum degree of communication for the progress of the work.
- B. Submit a revised schedule after each meeting or activity where revisions have been made. Issue the updated schedule within 3 days of the meeting.

1.7 PRE-ABATEMENT CONFERENCE

Before any abatement work is started, the Contractor will meet with the Owner's Representative to discuss methods and procedures to be followed during the abatement period.

1.8 REPORTING

- A. Daily Log: The Contractor will maintain a daily log documenting the dates and time of but not limited to, the following items:
1. Meetings; purpose, attendees, discussion (brief),
 2. Visitations; authorized and unauthorized,
 3. Personnel, by name, entering and leaving the work area,
 4. Special or unusual events, i.e. barrier breaching, equipment failures,
 5. Air monitoring tests and test results,
 6. Documentation with the confirmation signature of the Owner's Representative of the following:
 - a. Inspection of the work areas preparation prior to start of removal and daily hereafter,
 - b. Removal of any polyethylene barriers,
 - c. Contractors inspection prior to encapsulation,
 - d. Removal of waste material from the work area, and
 - e. Decontamination of equipment (list items).
 7. Provide two copies of this log at final closeout of the project to the Owner's Representative.

1.9 PAYMENT

Progress and final payment instructions are set forth in the General and Supplemental Conditions.

2.0 INDEX OF SUBMITTALS

1. PRIOR TO BEGINNING WORK: Submit these in two (2) copies at least 5 working days before work is scheduled to start.
 1. Plan of Action
 2. Contingency Plan
 3. Texas Department of Health Notice to Abate
1. Permits, License, Certificates
2. Asbestos Contractors Texas License

3. Texas License for Project Supervisor
 4. Texas Worker's Registration for each asbestos worker.
 5. Current signed physician's opinion.
 6. Certificate of Worker's Acknowledgment
 7. Project Work Schedule
 8. Historic Airborne Fiber Data (specified in Section 01562, 1.04).
4. DURING THE COURSE OF ABATEMENT: These items will be submitted as available or required during the work period.
1. Daily sign in sheets – submit at the end of each shift.
 2. Any request for change orders – submit as needed.
 3. Report of any accident or injury – within 24 hours of occurrence.
 4. Any breach of controlled area – within 2 hours of identification of breach.
 5. Any incident affecting the ability of the Contractor to complete the project on time.
 6. Visit of any official or representative of the media or regulatory agency – within 1 day of visit.
 7. Addition of any new asbestos worker – prior to the worker reporting for work inside the containment.
5. POST ABATEMENT:
1. Copies of daily sign-in sheets not previously provided within three working days of project closeout.
 2. Copy of all Disposal Waste Manifests – within 10 calendar days of project closeout.

1. END OF SECTION –

**SECTION 01906
TEST LABORATORY SERVICES**

PART 1 – GENERAL

The area and final clearance air monitoring will be accomplished under the direction of a **licensed individual asbestos consultant** retained by the Owner.

1.0 DESCRIPTION OF THE WORK

- a. This section describes air monitoring carried out by the owner to verify that the outside environment remain uncontaminated. This section also sets forth-airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
- b. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

2.0 RELATED DOCUMENTS

- a. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.
- c. Air Monitoring: During work area clearance is described in Section 01915, Work Area Clearance.

3.0 AIR MONITORING

- a. Work Area Isolation: The purpose of the Owner's Representative air monitoring will be to detect faults in the work area isolation such as:
 - b. Contamination of the building outside of the work area with airborne asbestos fibers,
 - c. Failure of filtration or rupture in the negative pressure system,
 - d. Contamination of the exterior of the building with airborne asbestos fibers.
- e. Should any of the above occur, the contractor will immediately cease asbestos abatement activities until the fault is corrected. Work will not recommence until authorized by the Owner's Representative.

- f. Work Area Airborne Fiber Count: The Owner's Representative will monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- g. Work area clearance: Will be collected to determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level. The Owner's Representative will ensure samples are collected and analyzed in accordance with this requirement.
- h. The Owner's Representative will be conducting air monitoring throughout the course of the project.

1.4 AIRBORNE FIBER COUNTS

- A. Inside Work Area: Where an enclosure is used, maintain an average airborne count in the work area of less than 0.1 fibers per cubic centimeter. If the fiber count rises above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.2 fibers per cubic centimeter, stop all work, leave negative air system in operation, continue to periodically mist the atmosphere within the work area with amended water and notify Owner's Representative. Do not recommence work until authorized in writing by Owner's Representative.
- B. If airborne fiber counts exceed 0.2 fibers per cubic centimeter for any period of time cease all work until fiber counts fall below 0.1 fibers per cubic centimeter and notify Owner's Representative. Do not recommence work until authorized in writing by the Owner's Representative.
- C. Outside Work Area: If any air sample taken outside of the work area exceeds the action level of 0.01 fibers per cubic centimeter, immediately and automatically stop all work. If this air sample was taken inside the building and outside of critical barriers around the work area immediately erect new critical barriers as set forth in Section 01562 Temporary Enclosures to isolate the affected area from the balance of the building.
- D. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, and floor).
- E. Decontaminate the affected area in accordance with Section 01914 Cleaning & Decontamination Procedures.
- F. Respiratory protection as set forth in Section 01911 Respiratory Protection will be worn in affected area until area is cleared for reoccupancy in accordance with Section 01914 Work Area Clearance.

- G. Leave Critical Barriers in place until completion of work and insure that the operation of the negative pressure system in the work area results in a flow of air from the balance of the building into the affected area.
- H. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a temporary decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 Decontamination Units. After cleaning and decontamination of the affected area remove the Shower Room and leave the Changing Room in place as an air lock.
- I. After certification of visual inspection in the work area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in the section on Work Area Clearance.
- J. Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

1.5 ANALYTICAL METHODS

- A. The Owner's Representative in analyzing filters used to collect air samples during the abatement process will use the following methods.
- B. Mixed Cellulose ester filters will be analyzed using NIOSH 7400 method. A representative of the Consultant who has successfully completed a NIOSH 582 course or equivalent and is a licensed Air Monitoring Technician will carry out this analysis at a Texas Licensed laboratory located off the job site or on site. PCM mixed Cellulose ester filters will be used for analysis of samples collected for the duration of the project, including but not limited to clearance sampling.

1.6 SAMPLE VOLUMES

- A. General: The number and volume of air samples taken by the Owner's representative will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.

1.7 SCHEDULE OF AIR SAMPLES

- A. Before Start of Work: The Owner's Representative will secure the following Air Samples to establish a base line before start of work.

LOCATION SAMPLED	NUMBER OF SAMPLES	FILTER MEDIA 25 mm	DETECTION LIMIT (FIBERS/CC)	MINIMUM VOLUME	RATE LPM
Outside Abatement Area	1	Cellulose Ester	0.01	1250	2-15
Abatement Area	2	Cellulose Ester	0.01	1250	2-15

- B. Base Line: Is an action level expressed in fibers per cubic centimeter that is the highest actual result from the background sampling process.
- C. During Abatement: The Owner has retained the services of Raba-Kistner Consultants, Inc. to provide inspections and air sampling at the areas being abated throughout the course of the project.
- D. Periodic sampling conducted as follows:

LOCATION SAMPLED	NUMBER OF SAMPLES	FILTER MEDIA 25 mm	DETECTION LIMIT (FIBERS/CC)	MINIMUM VOLUME	RATE LPM
Inside Work Area	2/Day	Cellulose Ester	0.01	960	2-15
Outside Work Area	2/day	Cellulose Ester	0.01	960	2-15
Output Negative Pressure System	2/day	Cellulose Ester	0.01	960	2-15
Clean Room	2/day	Cellulose Ester	0.01	960	2-15

- E. If airborne fiber counts exceed allowed limits, additional samples will be taken as necessary to monitor fiber levels.
- F. Clearance Samples: Upon successful completion of a visual inspection of regulated abatement areas, as scheduled by the contractor followed by encapsulation of the abatement area and a drying period, the Owner's Representative will take the following PCM samples:

LOCATION SAMPLED	NUMBER OF SAMPLES	FILTER MEDIA 25 mm	MINIMUM VOLUME	RATE LPM
Outside Work Area	3	Cellulose Ester	1200	<16

LOCATION SAMPLED	NUMBER OF SAMPLES	FILTER MEDIA 25 mm	MINIMUM VOLUME	RATE LPM
Work Space	2(minimum)	Cellulose Ester	1200	<16

NOTE: Retesting of clearance samples will be at the Contractor's expense.

- H. Clearance will be given to a work space area, when all samples collected and analyzed by PCM are below 0.01 F/cc

- I. Inspection: The Consultant or his Representative (Owner's Representative), in addition to providing air monitoring services will provide periodic, on-site inspection of all work activities. Twenty-four (24) hour advance notice of the work is required. The following project points will be key, critical inspections:
 - 1. Inspection of Work Area(s) and Containments Prior to Start of Removal:
 - a. Removal operations will not proceed until the Owner's Representative has completed inspection of the work area preparations and provided written approval to proceed.

 - 2. Inspection during Removal: The Owner's Representative will conduct periodic inspections throughout the duration of the project.

 - 3. Inspection of the work area(s) or Containment After Completion of Removal Work, but prior to Encapsulation of Surfaces: A visual inspection of the work site and/or containment area and removal surface will be conducted at this point by the Owner's Representative and encapsulation will not proceed until written approval to do so has been received by the Contractor.

 - 4. Work Area(s) or Containment Clearance, after Encapsulation but prior to Work Area or Containment Disassembly: Air clearance tests will be conducted after a visual inspection of the encapsulation, **but not until the encapsulant is fully dry**. A level of equal to or below 70 s/mm³.of air sampled on ALL filters, as evaluated by TEM, will be required for clearance.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 ADDITIONAL TESTING

- A. The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing will not be included in the Contract Sum and will be at the Contractor's expense.

3.2 PERSONAL MONITORING

- A. Perform air monitoring as required to meet OSHA Requirements for maintenance of Time Weighted Averaged (TWA) fiber counts for types of respiratory protection provided. Owner Representatives will not be performing air monitoring to meet these OSHA requirements as part of this contract.
- B. A copy of the Personnel Monitoring results will be submitted to the Owner's Representative at least every three days.
- C. Retests and Reinspections: as required.
- D. Additional sample collection and inspections by the Owner's Representative, if required due to failure of the Contractor to achieve clearances, containment failure, retests, etc. will be backcharged by the Owner to the Contractor at the Owner's cost for time and testing.
- E. Testing Outside of Project Schedule:
- F. If the Contractor fails to achieve completion within the Contract time schedule, the costs of inspections and air monitoring services will be backcharged to the Contractor by the Owner at the Owner's cost for time and testing.

-END OF SECTION-

**SECTION 01907
TEMPORARY FACILITIES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

B. DESCRIPTION OF REQUIREMENTS

1. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

C. PRODUCTS

D. MATERIALS AND EQUIPMENT

1. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

1.2 SCAFFOLDING

A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type; or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding will comply with all applicable OSHA provisions.

B. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.

C. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.

D. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damage. Clean, as necessary, debris from non-slip surfaces.

E. At the completion of abatement work, clean all construction aids within the work area, wrap in one layer of 6-mil polyethylene sheet and seal before removal from the work area.

1.3 WATER SERVICE

- A. Temporary Water Service Connection: All connections to the Owner's water system will include backflow protection. Valves will be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings will be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves will be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
- B. General: Water service will be provided for at the Owner's expense. Supply hot and cold water to the Decontamination Unit in accordance with Section 01563. Hot water may be secured from the buildings hot water system, if available. Maintain hose connections and outlet valves in leak proof condition. Where spillage or leakage might damage finish work below an outlet, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.
- C. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

1.4 ELECTRICAL SERVICE

- A. General: Electrical services will be provided at the Owner's expense. The Contractor will bear the cost of all temporary connections if the service is not available from normal on-site services. Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the abatement period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.
- B. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least exposed to damage from abatement operations.
- C. Temporary Wiring: In the work area will be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.

- D. Lockout: Lockout all existing power to or through the work area. Unless specifically noted otherwise, existing power and lighting circuits to the work area are not to be used. All power and lighting to the work area and decontamination units are to be provided from a temporary electrical panel.
- E. Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
- F. Temporary Power: Provide service to Decontamination Unit, if used, subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the buildings main distribution panel. Subpanel and disconnect will be sized and equipped to accommodate all electrical equipment required for completion of the work.
- G. Voltage Differences: Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers will be provided where required to provide voltages necessary for work operations.
- H. Ground Fault Protection: Provide receptacle outlets equipped with groundfault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.
- I. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- J. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

1.5 FIRST AID

- A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

1.6 FIRE EXTINGUISHERS

- A. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of recommended types for the exposures in each case.

- B. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area, in equipment room and one outside work area in clean room.

1.7 INSTALLATION, GENERAL

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
- B. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

1.8 SANITARY FACILITIES

- A. Toilets: Contractor personnel may use Toilets that have been designated by the Owner. Facilities will be cleaned on a daily basis.

-END OF SECTION-

**SECTION 01908
TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM**

PART 1 - GENERAL

- A. Drawings and general provisions of the contract, and other Division-1 Specification sections, apply to work of this section.
- B. Monitoring: Continuously monitor and record the pressure differential between the work area and the building outside of the work area with a monitoring device incorporating a continuous recorder (e.g. strip chart). If more than one containment is operated concurrently, a separate continuous record will be required for each containment.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS

- A. General: Supply the required number of asbestos air filtration units to the site in accordance with these specifications. Each unit will include the following:
 - B. Cabinet: Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Cabinet will be factory sealed to prevent asbestos containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters will be from intake end. Unit will be mounted on casters or wheels.
 - C. Fans: Rate capacity of fan according to useable air-moving capacity under actual operating conditions. Use centrifugal-type fan.
 - D. HEPA Filters: The final filter will be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame.
 - 1. A continuous rubber gasket will be located between the filter and the filter housing to form a tight seal.
 - 2. Each filter will be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles. Testing will be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A.
 - 3. Each filter will bear a UL586 label to indicate ability to perform under specified conditions.
 - 4. Each filter will be marked with the name of the manufacturer, serial

number, airflow rating, efficiency and resistance, and the direction of test airflow.

- E. Pre-filters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required.
 - 1. The first-stage pre-filter will be a low-efficiency type (e.g., for particles 10 um and larger).
 - 2. The second-stage (or intermediate) filter will have a medium efficiency (e.g., effective for particles down to 5 um).
 - 3. Pre-filters and intermediate filters will be installed either on or in the intake grid of the unit and held in place with special housings or clamps.
- F. Instrumentation: Each unit will be equipped with a Magnahelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the useable air-handling capacity for various static pressure readings on the Magnahelic gauge will be affixed near the gauge for reference, or the Magnahelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operations.
- G. Safety and Warning Devices: The unit will have an electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter. Units will be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operations, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).
- H. The National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL) will approve electrical components. Each unit will be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet will be grounded.
- I. Manufacturers: Subject to compliance with requirements.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL

- A. Isolate the work area from all-adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.

3.2 MONITORING

- A. Vent HEPA filtered fan units to outside of the building unless authorized in writing by the Owner's Representative.
- B. Mount units to exhaust directly or through disposable ductwork.
- C. Use only disposable ductwork except for sheet metal connections and elbows.
- D. Use ductwork and fittings of the same diameter or larger than the discharge connection on the fan unit.
- E. Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
- F. Use spiral wire-reinforced flex ductwork in lengths not greater than 50 feet.
- G. If the direction of the discharge from a fan unit is not aligned with the duct, use sheet metal elbow to change direction. Use six (6) feet of spiral reinforced duct after direction change.

3.3 PREPARATION OF THE WORK AREA

- A. NOTE: The Contractor will provide an adequate number of HEPA filtered fan units to exhaust fumes or vapors from the work area to an area outside of the building.
- B. Air Circulation: For purposes of this section, air circulation refers to either the introduction of outside air to the work area or the circulation and cleaning of air within the work area.
- C. Air circulation in the work area is a minimum requirement (four complete air changes per hour) intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The contractor may also use this air circulation as part of the engineering controls in his worker protection program.

3.4 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

- A. Use of System during Abatement Operations: Start fan units before beginning work (before any asbestos containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
- B. Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and exhaust units are operating again.
- C. At completion of abatement work, allow exhaust units to turn, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.
- D. Dismantling the System: When a final inspection and the results of final air tests indicate that the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the work area, remove and properly dispose of pre-filter, and seal intake to the machine with 6-mil polyethylene to prevent environmental contamination from the filters.

-END OF SECTION-

**SECTION 01909
TEMPORARY ENCLOSURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 SUBMITTALS

- A. Submit Contingency Plans for safe evacuation of the work area in case of fire or injury.

1.3 SAFETY

- A. Contact fire control agencies to review procedures prior to start of work.

PART 2 - PRODUCTS

- 2.1 Polyethylene Sheet: Provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Where a fire hazard exists, the Underwriters Laboratory (UL) will certify all plastic sheeting as being fire retardant. Provide largest size possible to minimize seams, 6.0 mils thick, and frosted or black as indicated.

- 2.2 Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive that is formulated to aggressively stick to sheet polyethylene.

- 2.3 Spray Cement: Provide adhesive that is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK

- A. Carry out work of this section sequentially. Complete each activity before proceeding to the next.

3.2 GENERAL

- A. **Work Area:** Is the location where asbestos related work occurs. It is a variable of the extent of work of the contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
1. Completely isolate the work area so as to prevent asbestos containing dust or debris from passing beyond the isolated area. Should the areas beyond the work area(s) become contaminated with asbestos containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in section 01711. Perform all such required cleaning or decontamination at no additional cost to the Owner.
 2. Place all tools, scaffolding, staging, etc. necessary for the work in the building prior to erection of plastic sheeting temporary enclosure.
 3. Disable Ventilating Systems or any other system bringing air into or out of the work area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
 4. Lockout power to the work area by switching off all breakers serving power or lighting circuits to the work area (this is applicable where full enclosure is required). Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent.
 5. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent. If circuits cannot be shut down for any reason, label at intervals 4'- 0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard". Label circuits in hidden locations but which may be affected by the work in a similar manner.
 6. **Emergency Exits:** Provide emergency exits and emergency lighting, as set forth below, where full containment will be utilized.
 7. At each existing exit door from the Work Area, provide the following means for emergency exiting:
 8. Arrange exit door so that it is secure from outside the Work Area but permits exiting from the Work Area.

- 9. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick.
- 10. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.3 CONTROL ACCESS

- A. Permit access to the work area only through the Decontamination Unit. All other means of access will be closed off and sealed and warning signs displayed on the clean side of the sealed access.
- B. Provide Warning Signs at each locked door leading to Work Area reading as follows in both English and Spanish:

LEGEND	NOTATION
KEEP OUT	3" Sans Serif Gothic or Block
BEYOND THIS POINT	1" Sans Serif Gothic or Block
ASBESTOS ABATEMENT WORK IN PROGRESS	1" Sans Serif Gothic or Block
BREATHING ASBESTOS DUST MAY BE HAZARDOUS TO YOUR HEALTH	14 Point Gothic

3.4 ALTERNATE METHODS OF ENCLOSURE

- A. Alternate methods of containing the work area may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.5 RESPIRATORY AND WORKER PROTECTION

- A. Before proceeding beyond this point in providing Temporary Enclosures:
 - 1. Provide Respiratory Protection per Section 01911.
 - 2. Provide Worker Protection per Section 01910.

3.6 CRITICAL BARRIERS

- A. Completely separate the work area from other portions of the building and the outside by sheet plastic barriers at least 6 mil in thickness and by sealing with

duct tape.

- B. Individually seal: All ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors, speakers, and other openings into the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing off lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape and spray cement.
- D. Provide Decontamination Units per Section 01912.
- E. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic.
- F. Provide Negative Pressure System per Section 01908.
- G. Clean housings and ducts of all overspray materials prior to erection of the Critical Barrier Polyethylene sheeting.

3.7 PREPARE AREA

- A. Scaffolding: If fixed scaffolding is to be used to provide access, HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Clean all fixtures, equipment, etc., with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01711 Cleaning and Decontamination Procedures, prior to being moved or covered. All fixtures, equipment, etc., are deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- C. Clean all surfaces in work area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.8 PRIMARY BARRIER

- A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos containing debris, slurry, or high airborne fiber levels by covering with a primary barrier as described below:
- B. Enclose Work Areas with two (2) layers of plastic sheeting on floor and one (1) layer on walls opposite the work area, or as otherwise directed on the contract drawings or in writing by the Owner's Representative.

- C. Cover floor of work Area with 2 individual layers of clear polyethylene sheeting, each at least 6-mil in thickness. Both spray-glue and duct tape all seams in floor covering as well as perimeter edge. Locate seams in top layer six feet (6') from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc., which cover any part of the surface to be worked on.
- D. Cover all walls opposite the Work Area, including "Critical Barrier" sheet plastic barriers, with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the contract documents or in writing by the Owner's Representative.
- E. Cover sheet plastic in areas where scaffolding is to be used with a single layer of 1/2" CDX plywood or 1/4" tempered hardboard. Wrap edges and corners of each sheet with duct tape. At completion of abatement work, wrap plywood or hardboard with 2 layers of 6-mil polyethylene and move to next Work Area or dispose of as an asbestos- contaminated waste material in accordance with Section 01917 of this specification.
- F. **Viewing Window: Where feasible, construct a plexiglass-viewing window in accordance with TDH latest revised rules.**
- G. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
- H. Repair of Damaged Polyethylene Sheeting: remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dries.

3.9 STOP WORK

- A. If the Critical or Primary barrier fails or is breached in any manner, stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.10 EXTENSION OF WORK AREA

- A. Extension of Work Area: If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01912.

3.11 SECONDARY BARRIER

- A. Secondary layer of plastic as a drop cloth to protect the primary layer from debris generated by the asbestos abatement work is specified in the appropriate work sections.

-END OF SECTION-

**SECTION 01910
WORKER PROTECTION**

PART 1 - GENERAL

The minimum respiratory protection during removal of non-friable ACM is half face respirators. The minimum respiratory protection during removal of all friable ACM is PAPR respirators. The contractor will provide information to assure that the above respiratory protection is sufficient in accordance with 29 CFR 1926.1101 / 29 CFR 1910.134.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Respiratory Protection is specified in Section 01911.

1.4 WORKER TRAINING

- A. Train, in accordance with 29 CFR 1926 and 40 CFR PART 763 all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
 - B. Methods of recognizing asbestos.
 - C. Health effects associated with asbestos.
 - D. Relationship between smoking and asbestos in producing lung cancer.
 - E. Nature of operations that could result in exposure to asbestos.
 - F. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - 1. Engineering controls
 - 2. Work Practices

3. Respirators
 4. Housekeeping procedures
 5. Hygiene facilities
 6. Protective clothing
 7. Decontamination procedures
 8. Emergency procedures
 9. Waste disposal procedures
- G. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
- H. Appropriate work practices for the work
- I. Requirements of medical surveillance program
- J. Review of 29 CFR 1926
- K. Negative air systems
- L. Work practices including hands on or on-job training
- M. Personal decontamination procedures
- N. Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS

- A. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour time weighted average. In the absence of specific airborne fiber data provide medical examination for all workers who will enter the work area for any reason. Examination will as a minimum meet OSHA requirements as set forth in 29 CFR 1926 In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

1.6 SUBMITTALS

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

- B. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the work area.
- C. Report from Medical Examination: Conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the work area. Submit, at a minimum, for each worker the following:
 - D. Name and Social Security Number
 - E. Physicians Written Opinion from examining physician including at a minimum the following:
 - F. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - G. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - H. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - I. Copy of information that was provided to physician in compliance with 29 CFR 1926.
 - J. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING

- A. Coveralls: Provide disposable (Tyvek type) full-body coveralls and disposable head covers and require that all workers in the work area wear them. Provide a sufficient number for all required changes, for all workers in the work area.
- B. Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers, and provide spares for use by Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the work area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from work area at the end of the work.
- C. Goggles: Provide eye protection (goggles) as required by OSHA for all workers

involved in scraping, spraying, or any other activity which may potentially cause eye injury.

- D. Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from work area. Dispose gloves as asbestos contaminated waste at the end of the work.

2.2 ADDITIONAL PROTECTIVE EQUIPMENT

- A. Respirators, disposable coveralls, head covers, and footwear covers will be provided by the contractor for the Owner and other authorized representatives. Provide two (2) **unused** respirators and six (6) complete **unused** coveralls and, where applicable, six (6) **unused** respirator filter changes per day.

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the work area.
- B. Each time work area is entered remove street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES

- A. Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area with a half or full face cartridge type respirator:
- B. When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the equipment room.
- C. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 1. Thoroughly wet body from neck down.
 - 2. Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.

3. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, and respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.
 4. Dispose of wet filters from air purifying respirator.
 5. Carefully wash face piece of respirator inside and out.
 6. Shower completely with soap and water.
 7. Rinse thoroughly.
 8. Rinse shower room walls and floor prior to exit.
 9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
- D. Require that workers NOT eat, drink, smoke, chew gum or tobacco in the work area. To eat, chew, drink or smoke, workers will follow the procedure described above, then dress in street clothes before entering the non-work areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

- A. Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program, and medical examination secure a fully executed copy of this form.

-END OF SECTION-

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____
PROJECT ADDRESS _____
CONTRACTOR'S NAME _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you. By signing this certification you are assuring the owner that your employer has met these obligations to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Negative pressure systems
- Work practices including hands on or on-job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months, which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

Signature _____
Printed Name _____
Social Security Number _____
Witness _____

**SECTION 01911
DECONTAMINATION UNITS**

PART 1 - GENERAL

A decontamination unit, as described in this section, will be required during the removal of all asbestos containing materials.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Provide separate personnel and equipment decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the work area. Require that all materials exit the work area through the Equipment Decontamination Unit.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Refer to Section 01907 Temporary Facilities - Asbestos Abatement for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

PART 2 - PRODUCTS

- 2.1 Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mils thick as indicated, clear, frosted, or black as indicated.
- 2.2 Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive that is formulated to aggressively stick to sheet polyethylene.
- 2.3 Spray Cement: Provide adhesive that is specifically formulated to stick tenaciously to sheet polyethylene.
- 2.4 Shower: Provide a shower that meets approval of the Owner's Representative.
- 2.5 Shower Head and Controls: Provide a factory made showerhead producing a spray of water that can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.
- 2.6 Filters: Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos contaminated water from the work area. Provide units with

disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

- 2.7 Primary Filter - Pass particles 20 microns and smaller
Secondary Filter - Pass particles 5 microns and smaller
- 2.8 Sump Pump: Provide totally submersible waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump. Adjust float switch so that a minimum of 3" remains between top of liquid and top of sump pan.

PART 3 - EXECUTION

3.1 GENERAL

- A. Personnel Decontamination Unit: Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Shower Room, Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100-foot candles.
- B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. Construct using black polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building. Locate so that access to Work Area from Changing Room is through Shower Room. Separate Changing Room from the building by a sheet polyethylene flapped doorway.
- C. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

- D. An existing room may be utilized as the Changing Room if it is suitably located and of a configuration whereby workmen may enter the Changing Room directly from the Shower Room. Protect all surfaces of room with sheet plastic. Authorization for this must be obtained from the Owner's Representative in writing prior to start of construction.
- E. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
- F. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
- G. Provide a continuously adequate supply of disposable bath towels.
- H. Provide posted information for all emergency phone numbers and procedures.
- I. Shower Room: Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.
 - 1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 - 2. Separate this room from the Changing and Equipment Rooms with airtight walls fabricated of 6-mil polyethylene.
 - 3. Provide splashproof entrances to Changing and Equipment Rooms with 2 doors.
 - 4. Provide showerhead and controls.
 - 5. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
 - 6. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.
 - 7. Arrange so that water from showering does not splash into the Changing or Equipment Rooms.
 - 8. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.

9. Provide flexible hose showerhead.
 10. Pump wastewater to drain or to storage for subsequent disposal. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.
 11. Provide hose bib.
 12. Airlock: Provide an airlock between the shower room and the equipment room. This is a transit area for workers. Separate this room from the equipment room by a sheet plastic doorway.
 13. Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene flap doorway.
 14. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 15. Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6-mil polyethylene.
- J. Work Area: Separate work area from the Equipment Room by black polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, as in dry removal, add an intermediate cleaning space between the Equipment room and the Work area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6-mil polyethylene per shift change and remove contaminated layer after each shift.

3.2 CONSTRUCTION

- A. Walls and Ceiling: Construct air tight walls and ceiling using polyethylene sheeting, at least 6-mil in thickness. Attach to existing building components or a temporary framework.
- B. Floors: Use 2 layers (minimum) of 6-mil. Polyethylene sheeting to cover floors in the Equipment, Shower (underneath shower pan), and Changing Rooms. Provide an additional layer in the Equipment Room for every shift change expected. Roll one layer of plastic from Equipment Room into Work Area after each shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.
- C. Doors: Fabricated from overlapping sheets with openings a minimum of three

feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room.

- D. If the decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 3 inch hardboard or 2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".
- E. Alternate methods of providing decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.
- F. Electrical: Provide subpanel at Changing Room to accommodate all removal equipment. Power subpanel directly from a building electrical panel. Connect all electrical branch circuits in decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

3.3 DECONTAMINATION SEQUENCE

- A. Entering Work Area:
- B. Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Equipment Room.
- C. Any additional clothing and equipment left in Equipment Room needed by the worker are put on in the Equipment Room.
- D. Worker proceeds to Work Area.
- E. Exiting Work Area:
- F. Before leaving the work area, require the worker to remove all gross contamination and debris from overalls and feet. The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in contaminated end of the Equipment Room. Disposable coveralls are placed in a bag for disposal with other material. Decontamination procedures found in Section 01914 will be followed by all individuals leaving the work area.

- G. After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

3.4 EQUIPMENT DECONTAMINATION UNITS

- A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.
- B. Wash Down Station: Provide an enclosed shower unit located in work area just outside Wash Room as an equipment, bag and container cleaning station.
- C. Wash Room: Provide wash room for cleaning of bagged or containered asbestos containing waste materials passed from the work area. Separate this room from the work area by a single flap of 6-mil polyethylene sheeting.
- D. Holding Room: Provide Holding Room as a drop location for bagged asbestos containing materials passed from the Wash Room. Separate this room from the adjacent rooms by double flaps fabricated from $\pm 1/16$ " thick single ply rubber roofing material either EPDM or Neoprene.
- E. Clean Room: Provide Clean Room to isolate the Holding Room from the building exterior.
- F. Separate this room from the exterior by a single flap of 6-mil polyethylene sheeting.
- G. Equipment or Material: Take all equipment or material from the work area through the Equipment Decontamination Unit according to the following procedure:
 - 1. At washdown station, thoroughly wet-clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.
 - 2. When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Washdown Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.
 - 3. Once inside the washroom, wet-clean the bags and/or equipment.
 - 4. When cleaning is complete pass items into Holding Room. Close all doorways except the doorway between the Holding room and the Clean Room.
 - 5. Workers from the building exterior enter Holding Area and remove

decontaminated equipment and/or containers for disposal.

6. Require these workers to wear full protective clothing and wearing appropriate respiratory protection.
4. At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

3.5 CLEANING OF DECONTAMINATION UNITS

- A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on contract drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos containing debris, abandon the entire decontamination unit and erect a new decontamination unit. Use the former Changing Room as an inner section of the new Equipment Room.

3.6 SIGNS

- A. Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the work area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

Danger

Asbestos

Cancer and Lung Disease Hazard

Respirators and Protective Clothing are Required in this Area

- B. Provide spacing between respective lines at least equal to the height of the respective upper line. Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each work area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:

LEGEND

NOTATION

No Food, Beverages or Tobacco Permitted

:" Block

All Persons Will Don Protective
Clothing (Coverings) Before
Entering the Work Area

:" Block

All Persons Will Shower Immediately
After Leaving Work Area and Before
Entering the Changing Area

:" Block

-END OF SECTION-

**SECTION 01912
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work, that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.
- B. Time of closeout is directly related to "Substantial Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, will be applicable to the other provisions of this section.

1.3 SUBSTANTIAL COMPLETION

- A. Inspection Procedures: Upon receipt of Contractor's request for inspection, the Owner's Representative will either proceed with inspection or advise Contractor of unfulfilled prerequisites.
- B. Following initial inspection, Owner's Representative will either prepare the certificate of substantial completion, or will advise Contractor of work that must be performed before the certificate will be issued. The Owner's Representative will repeat the inspection when requested and when assured that the Work has been substantially completed.
- C. Results of the completed inspection will form the initial "punch-list" for final acceptance.

1.4 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Complete the following before requesting the Owner's Representative's final inspection for clearance of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in request:
- B. Submit the payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products

and completed operations where required.

- C. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- D. Submit a certified copy of the Owner's Representatives final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Owner's Representative and Owner.
- E. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- F. Re-inspection Procedure: The Owner's Representative will re-inspect the Work upon receipt of the Contractor's notice that the work, including punch-list items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Owner's Representative.
- G. Upon completion of re-inspection, the Owner's Representative will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.
- H. If necessary, the re-inspection procedure will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in "submittals" sections.
- B. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect/Engineer's reference during normal working hours.
- C. Note related change-order number where applicable.
- D. Record Specifications: Maintain one complete copy of the Project Manual, including specifications and addenda, and one copy of other written construction documents such as change orders and similar modifications issued in printed form during construction. Mark these documents to show substantial variations in the actual work performed in comparison with the text of the specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record

drawing information and product data, where applicable.

- E. Upon completion of the Work, submit record specifications to the Owner's Representative for the Owner's records.
- F. Record Sample Submittal: Immediately prior to date or dates of substantial completion, the Contractor will meet at the site with the Owner's Representative and the Owner's personnel, if desired, to determine which, if any, of the submitted samples that have been maintained by the Contractor during progress of the Work, are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's sample storage space.
- G. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with the actual performance of the Work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Owner's Representative for the Owner's records.

1.6 FINAL CLEANING

- A. General: General Cleaning during the regular progress of the Work is required by the General Conditions and is included under section "Temporary Facilities".
- B. Removal of Protection: Except as otherwise indicated or requested by the Owner's Representative's, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.
- C. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- D. Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these to the Owner's best advantage as directed.

-END OF SECTION-

**SECTION 01913
PROJECT DECONTAMINATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. General: This section applies to areas where surfacing ACM is to be abated. Since the asbestos removal for these areas is primarily friable materials, the workspace is deemed contaminated before start of the work and in need of decontamination. In this case the work is a four-step procedure with two cleanings of the room surfaces to remove any new or existing contamination. In both cases, operation of the negative pressure system is used to remove airborne fibers generated by the abatement work.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Removal of Gross Debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:
 - 1. Section 0916 – Removal of Asbestos Containing Materials
- B. Work Area Clearance: Air testing and other requirements that must be met before release of Contractor and re-occupancy of the work area are specified in this section.

1.4 GENERAL

- A. Work of This Section: Includes the decontamination of air in the Work Area which has been, or may have been contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos containing materials in the space.
- B. Work of This Section: Includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work including:

Critical barriers erected by work of Section 01909.

Decontamination Unit erected by work of Section 01915.

- C. Work of This Section: Includes the cleaning, and decontamination of all surfaces

(ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Storage Work Area.

1.5 START OF WORK

- A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Start of Work: Work of this section begins with the cleaning of the work area. At start of work the following will be in place:
 - 1. Primary Barriers
 - 2. Critical Barriers
 - 3. Decontamination Units for personnel and equipment in operating condition.

1.6 FIRST CLEANING

- A. First Cleaning: Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Absolute (HEPA) filtered vacuum. (Note: A HEPA vacuum will fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
- B. Remove all filters in the pressure handling system and dispose of them as asbestos containing waste in accordance with the requirements of Section 01917.

1.7 SECOND CLEANING

- A. Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
- B. Immediately following the second cleaning of the work area, remove the primary barrier sheets and Material Decontamination Unit, if there is one, leaving only:

- C. Critical Barrier: Which forms the sole barrier between the work area and other portions of the building.
- D. Critical Barrier Sheeting: Over lights, ventilation openings, doorways, and other openings.
- E. Decontamination Unit: For personnel in operating condition.

1.8 FINAL CLEANING

- A. Final Cleaning: If dust is apparent, carry out a final cleaning of all surfaces in the work area in the same manner as the previous cleaning.

1.9 VISUAL INSPECTION

- A. After Final Cleaning, Perform a Complete Visual Inspection of the entire work area including: decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any such debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the verification, by the Owner's Representative.

1.10 FINAL AIR SAMPLING

- A. Phase Contrast Microscopy (PCM): After the work space work area is found to be visually clean, and then encapsulated, air samples will be taken and analyzed in accordance with the procedures for PCM sampling.
- B. If Release Criteria is not met, repeat Final Cleaning and continue decontamination procedure from that point.
- C. If more than one final clearance inspections and samplings are required, the Contractor will bear the cost of analysis and time involved.
- D. If release criteria is met, remove the Critical Barriers separating the work area from the rest of the building and shut down and remove the negative pressure system.

1.11 COMPLETION OF ABATEMENT WORK

- A. Seal negative air machines with 6-mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from work area.
- B. Asbestos Abatement Enclosure Work is Complete upon meeting the work area

clearance criteria and fulfilling the following:

- C. Remove all equipment, materials, and debris from the work site.
- D. Dispose of all asbestos containing waste material as specified in Section 01917.
- E. Asbestos Abatement Enclosure Work is Substantially Complete upon meeting the requirements of this section and section 01909, including submission of Certificate of Visual Inspection.
- G. Receipts documenting proper disposal as required by section 01917.

1.12 VERIFICATION OF VISUAL INSPECTION

- A. Following this section is a "Verification of Visual Inspection". This document is to be completed by the Contractor and verified by the Owner's Representative.
- B. Submit completed document with application for final payment. Final payment will not be made until this verification is executed.

-END OF SECTION-

VERIFICATION OF VISUAL INSPECTION

In accordance with Section 01914 "Project Decontamination" the contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

BY: (Signature) _____ (Date) _____

(Print Name) _____

(Print Title) _____

OWNER REPRESENTATIVE VERIFICATION

The Owner Representative hereby verifies that he has accompanied the contractor on his visual inspection and that this inspection has been thorough and to the best of his knowledge and belief, the contractor's verification above is a true and honest one.

BY: (Signature) _____ (Date) _____

(Print Name) _____

(Print Title) _____

**SECTION 01914
WORK AREA CLEARANCE**

PART 1 - GENERAL:

Interior clearance air samples will be collected and the samples from the work areas will be analyzed using PCM method.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification sections, apply to work of this section.

1.2 CONTRACTOR RELEASE CRITERIA

- A. The Work is Complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below.

1.3 AIR MONITORING

- A. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to the specified level, the Owner's Representative will secure samples and analyze them according to the following procedures.
- B. Fibers Counted: "Fibers" referred to in this section will be as defined in NIOSH Method 7400, NIOSH 7402, or the AHERA Method.

1.4 SAMPLING

- A. Aggressive air samples will be collected based upon the individual circumstances under which the abatement was completed. The Consultant retained by the Owner will determine the type or sample to be collected. In the case of aggressive sampling, the technique is as follows:
 - 1. There are no standards available for flow rate of leaf blowers or large fans. However this information is not critical to the success of the procedure.
 - 2. Before sampling pumps are started the exhaust from forced air equipment (leaf blower with at least 1 horsepower electric motor) will be swept against the abated area and all surfaces.

1.5 SCHEDULE OF AIR SAMPLES

A. General: The number and volume of air samples taken and analytical methods used by the owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

B. Air Monitoring: Performed by the Owner during abatement work is described in section 01916.

1. If results of the first set of air samples show that the contractor has not achieved clearance level, it is the Contractor's responsibility to perform the additional work required for clearance. In addition, the Contractor will be responsible for all costs involved with any additional air sampling to be performed (cost of analysis and collection).

C. PHASE CONTRAST MICROSCOPY:

1. In each work space area after completion of all cleaning work, samples may be taken and analyzed as follows:

Location Sampled	Number of Samples	Filter Media, 25mm	Detection Limit (f/cc)	Minimum Volume (l)	Flow Rate LPM
Work Area	3 per work area	Cellulose Ester	0.01	1250	<15
At Job Site (Blank)	1	Cellulose Ester	0.01	---	---
At Laboratory (Blank)	1	Cellulose Ester	0.01	---	---

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

-END OF SECTION-

**SECTION 01915
REMOVAL OF ASBESTOS CONTAINING MATERIALS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification sections, apply to work of this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Installation of Critical and Primary Barriers, and work area isolation procedures if used by the Contractor, are set forth in Section 01909.
- B. Project Decontamination procedures after removal of the secondary barrier is specified in Section 01.
- C. Disposal of asbestos containing waste is specified in Section 01917.

1.3 SUBMITTALS

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- B. Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.
- C. Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.
- D. Adhesive Removal Solvent: Submit product data, use instructions and recommendations from manufacturer of removal solvent intended for use. Include data substantiating that material complies with requirements. Solvents must have a flash point of at least 140° Fahrenheit.
- E. NESHAPS Certification: Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet asbestos containing materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR

61, Subpart M).

- F. Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29CFR 1910.1200) for each surfactant, encapsulating material, or solvent proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

PART 2 - PRODUCTS

- 2.1 Wetting Materials: For wetting prior to disturbance of asbestos containing materials uses either amended water or a removal encapsulant:
- 2.2 Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.
- 2.3 Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of asbestos containing material. Use a material which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.
- 2.4 Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mils thick as indicated, clear, frosted, or black as indicated.
- 2.5 Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive that is formulated to aggressively stick to sheet polyethylene.
- 2.6 Spray Cement: Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.
- 2.7 Fiberboard Drums: Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.
- 2.8 Paper board Boxes: Provide heavy duty corrugated paperboard boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.
- 2.9 Felt: Standard felt approximately 1/16" thick and 36" to 72" in width.
- 2.10 Disposal Bags: Provide true 6-mil thick leak-tight polyethylene bags labeled with the owners name, building name, project location, date and one of the two labels with text

as follows:

1. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS

AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

2. Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

PART 3 - EXECUTION

3.1 SECONDARY BARRIER

- A. Secondary Barrier: Over the Primary Barrier, install as a drop cloth a clear 6-mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10'-0" of a wall, extend the Secondary Barrier up wall to ceiling. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.
- B. Install: Secondary Barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift.
- C. Remove: Secondary Barrier at end of each work shift or as work in an area is completed. Fold plastic toward center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.

3.2 WORKER PROTECTION

- A. Before beginning work with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

3.3 WET REMOVAL

- A. Thoroughly wet to satisfaction of Owner's Representative asbestos **contaminated floor tile** to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.
- B. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
- C. Removal of the flooring mastics will be removed until the deck is exposed. Flooring mastic removal from floors will be achieved by using hand tools in conjunction with amended water or removal solvents. Solvents must have a flash point of at least 140° Fahrenheit.
- D. All waste shall be bagged while wet. Do not allow material to dry out. Bagging of waste shall be performed as follows: twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to washdown station adjacent to equipment decontamination unit. Contractor shall perform all work in compliance to all applicable rules.

3.4 AIRBORNE FIBER COUNTS

- A. General: Use work procedures that result in an 8 hour Time Weighted Average (TWA) airborne fiber count less than that indicated in the section of these specifications on "Air Monitoring - Test Laboratory Services". If airborne fiber counts exceed this level, immediately mist the area with amended water to lower fiber counts and revise work procedures to maintain airborne fiber levels within the required limit.

-END OF SECTION-

**SECTION 01916
DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIAL**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to work of this section.

1.2 DISPOSAL

- A. Friable asbestos containing waste material and debris which is packaged in accordance with the provision of this Specification may be disposed of at designated sanitary landfills when certain precautions are taken.
- B. Notice to Appropriate Environmental Protection Agency regional office.
- C. Notice and Permit from Appropriate State and/or Local Agencies.
- D. See Section 01904 for Agency Locations and Codes.
- E. Dispose of non-friable asbestos containing material in accordance with applicable regulations.

1.3 SUBMITTALS

- A. Submit copies of all manifests and landfill receipts to Owner's Representative within 10 calendar days of project completion.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL

- A. Carefully load containerized waste on sealed trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.
- B. Do not store disposal-bagged material outside of the work area. Take bags from the work area directly to a sealed truck or dumpster. Label containers or bags with the name of the waste generator and the location at which the waste was generated.
- C. Do not transport disposal-bagged materials on open trucks. Double-bagged

material may be transported on open trucks if they are first loaded in sealed drums. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos containing waste and dispose of in accordance with this specification.

- D. Advise the sanitary landfill operator, at least twenty-four hours in advance of transport, of the quantity of material to be delivered.
- E. At the burial site, sealed plastic bags may be carefully removed from the truck. If bags are broken or damaged in transit, leave in the truck and clean entire truck and contents.
- F. Retain receipts from landfill for materials disposed of.
- G. The Owner until all the properly executed manifests have been submitted to the Owner's Representative may withhold final payment.

-END OF SECTION-

Appendix A
Survey Sample Log

MATERIAL SAMPLING LOG

PROJECT NO.: ASF08-219-00 SAMPLED BY: Al Guttoia

CLIENT: Alcocer Garcia Associates LICENSE NO.: 205447

Old Hidalgo County Administration Building, 1st, 2nd & 3rd Floors, 100 East Cano Boulevard, Edinburg, Texas

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	1	Area behind teller's desk (north 1 st floor building)	A: 12"X12" Floor Tile (beige w- maroon, brown, blue specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	2	Office area on NE side	A: 12"X12" Floor Tile (beige w- maroon, brown, blue specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	3	NE corner offices	A: 12"X12" Floor Tile (beige w- maroon, brown, blue specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	4	Kitchen	A: 12"X12" Floor Tile, lt. brown w- brown specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	5	Dining room	A: 12"X12" Floor Tile, lt. brown w- brown specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	6	2 nd Story kitchen	A: 12"X12" Floor Tile, lt. brown w- brown specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	7	NE computer rooms (2)	A: 12"X12" Floor Tile (gray) B: Mastic, black	M	ND	A: None Detected B: None Detected
9/24/08	8	Kitchen, above ceiling	A: 12"X12" Floor Tile (gray) B: Mastic, black	M	ND	A: None Detected B: None Detected
9/24/08	9	Kitchen, above ceiling	A: 12"X12" Floor Tile (gray) B: Mastic, black	M	ND	A: None Detected B: None Detected
9/24/08	10	Center office room with round northwest corner	A: 12"X12" Floor Tile (lt. tan) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	11	Storage room - west side of AC unit	A: 12"X12" Floor Tile (lt. tan) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	12	Storage room - west side of AC unit	A: 12"X12" Floor Tile (lt. tan) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	13	Round desk top	Counter Tops, tan	M	ND	None Detected
9/24/08	14	Round desk top	Counter Tops, tan	M	ND	None Detected
9/24/08	15	Round desk top	Counter Tops, tan	M	ND	None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	16	Throughout buidling - north section of building	2'X2' Ceiling Tile, white/beige with cut and dot indentions	M	ND	None Detected
9/24/08	17	Throughout building - mid north section	2'X2' Ceiling Tile, white/beige with cut and dot indentions	M	ND	None Detected
9/24/08	18	Throughout building - North office area	2'X2' Ceiling Tile, white/beige with cut and dot indentions	M	ND	None Detected
9/24/08	19	East column - east open area	A: Wall Board, tan B: J-Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	20	NE Office	A: Wall Board, tan B: J-Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	21	Office north of city comrs meeting room	A: Wall Board, tan B: J-Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	22	Throughout office west and south areas.	2'X4' Ceiling Tile, white/beige with cut and dot indentions	M	ND	None Detected
9/24/08	23	Throughout office west and south areas.	2'X4' Ceiling Tile, white/beige with cut and dot indentions	M	ND	None Detected
9/24/08	24	Throughout office west and south areas.	2'X4' Ceiling Tile, white/beige with cut and dot indentions	M	ND	None Detected
9/24/08	25	1st Story middle area	Ventilation Damper, black with white fibers	M	ND	None Detected
9/24/08	26	2nd Story - above ceiling	Ventilation Damper, black with white fibers	M	ND	None Detected
9/24/08	27	3rd Story east side	Ventilation Damper, black with white fibers	M	ND	None Detected
9/24/08	28	West of mid information desk *ceiling*	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	29	West of mid information desk *ceiling*	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	30	West of mid information desk *ceiling*	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	31	North mid side - ceiling	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	32	North mid side - ceiling	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	33	North mid side - ceiling	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	34	Middle round columns	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	35	Middle round columns	Mud, white	M	ND	None Detected
9/24/08	36	Middle round columns	Mud, white	M	ND	None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	37	West tax records vault	A: Wall Mud, white B: Wall texture, white	M	ND	A: None Detected B: 3% Chrysothile
9/24/08	38	West tax records vault	A: Wall Mud, white B: Wall texture, white	M	ND	A: None Detected B: None Detected
9/24/08	39	West tax records vault	A: Wall Mud, white B: Wall texture, white	M	ND	A: None Detected B: None Detected
9/24/08	40	Kitchen adjacent to com. meeting room	A: 12"X12" Floor Tile (lt. gray) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	41	Kitchen adjacent to com. meeting room	A: 12"X12" Floor Tile (lt. gray) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	42	Kitchen adjacent to com. meeting room	A: 12"X12" Floor Tile (lt. gray) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	43	Kitchen adjacent to com. meeting room	Sink Undercoat, light pink	M	ND	15% Chrysothile
9/24/08	44	UBC office (2 nd story)	Sink Undercoat, light pink	M	ND	15% Chrysothile
9/24/08	45	County judge office (2 nd Story)	Sink Undercoat, light pink	M	ND	15% Chrysothile
9/24/08	46	Throughout north building	A: 4" Cove base Mastic, yellow B: 4" Cove base Mastic, beige	M	ND	None Detected
9/24/08	47	Throughout north building	A: 4" Cove base Mastic, yellow B: 4" Cove base Mastic, beige	M	ND	None Detected
9/24/08	48	Throughout north building	A: 4" Cove base Mastic, yellow B: 4" Cove base Mastic, beige	M	ND	None Detected
9/24/08	49	County commissioners meeting room	Spray-On Ceiling texture, white	M	ND	None Detected
9/24/08	50	County commissioners meeting Room	Spray-On Ceiling texture, white	M	ND	None Detected
9/24/08	51	County commissioners meeting room	Spray-On Ceiling texture, white	M	ND	None Detected
9/24/08	52	NE office area - ceiling	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	53	NE office area - ceiling	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	54	NE office area - ceiling	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	55	South section - middle storage office	A: 12"X12" Floor Tile (pink) B: Mastic, yellow C: 9"X9" Floor tile, off-white D: Mastic, black	M	ND	A: None Detected B: None Detected C: 3% Chrysothile D: 5% Chrysothile

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	56	SE stair area	A: 12"X12" Floor Tile (pink) B: Mastic, yellow C: 9"X9" Floor tile, off-white D: Mastic, black	M	ND	A: None Detected B: None Detected C: 3% Chrysothile D: 3% Chrysothile
9/24/08	57	SE Stairs storage	A: 12"X12" Floor Tile (pink) B: Mastic, yellow C: 9"X9" Floor tile, off-white D: Mastic, black	M	ND	A: None Detected B: None Detected C: 3% Chrysothile D: 3% Chrysothile
9/24/08	58	South section - middle storage office	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	D	A: None Detected B: 2% Chrysothile C: None Detected
9/24/08	59	SE Stairs hall	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	D	A: None Detected B: 2% Chrysothile C: None Detected
9/24/08	60	East mens restroom	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	D	A: None Detected B: 2% Chrysothile C: None Detected
9/24/08	61	South section - north side offices	A: Wall Board, tan B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	62	South section - north side offices	A: Wall Board, tan B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	63	South section - north side offices	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 2% Chrysothile C: None Detected
9/25/08	64	North section - middle office	Mastic, yellow	M	ND	None Detected
9/25/08	65	North Section - SECY.CDS	Mastic, yellow	M	ND	None Detected
9/25/08	66	North section - middle office	Mastic, yellow	M	ND	None Detected
9/25/08	67	2 nd Story walls - north wall	A: Wall Board, white B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/25/08	68	2 nd Story - NE wall	A: Wall Board, white B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/25/08	69	2 nd Story - mid office north wall	A: Wall Board, white B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/25/08	70	2 nd Story - northeast ceiling area	A: 4"-6" Paper wrap, white/silver B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/25/08	71	2 nd Story - northeast ceiling area	A: 4"-6" Paper wrap, white/silver B: Mastic, white	TSI	ND	A: None Detected B: None Detected

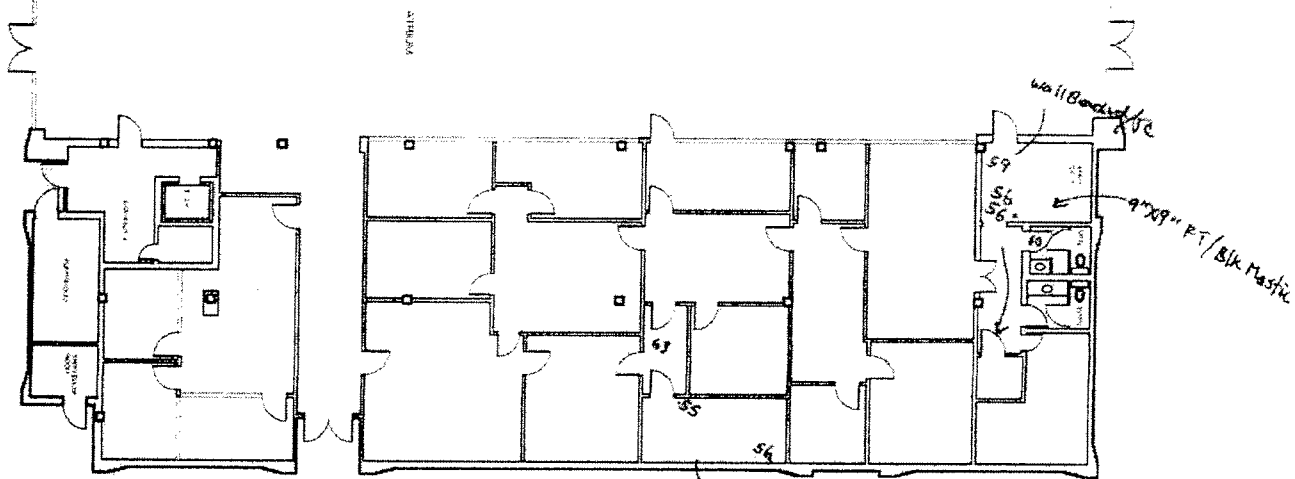
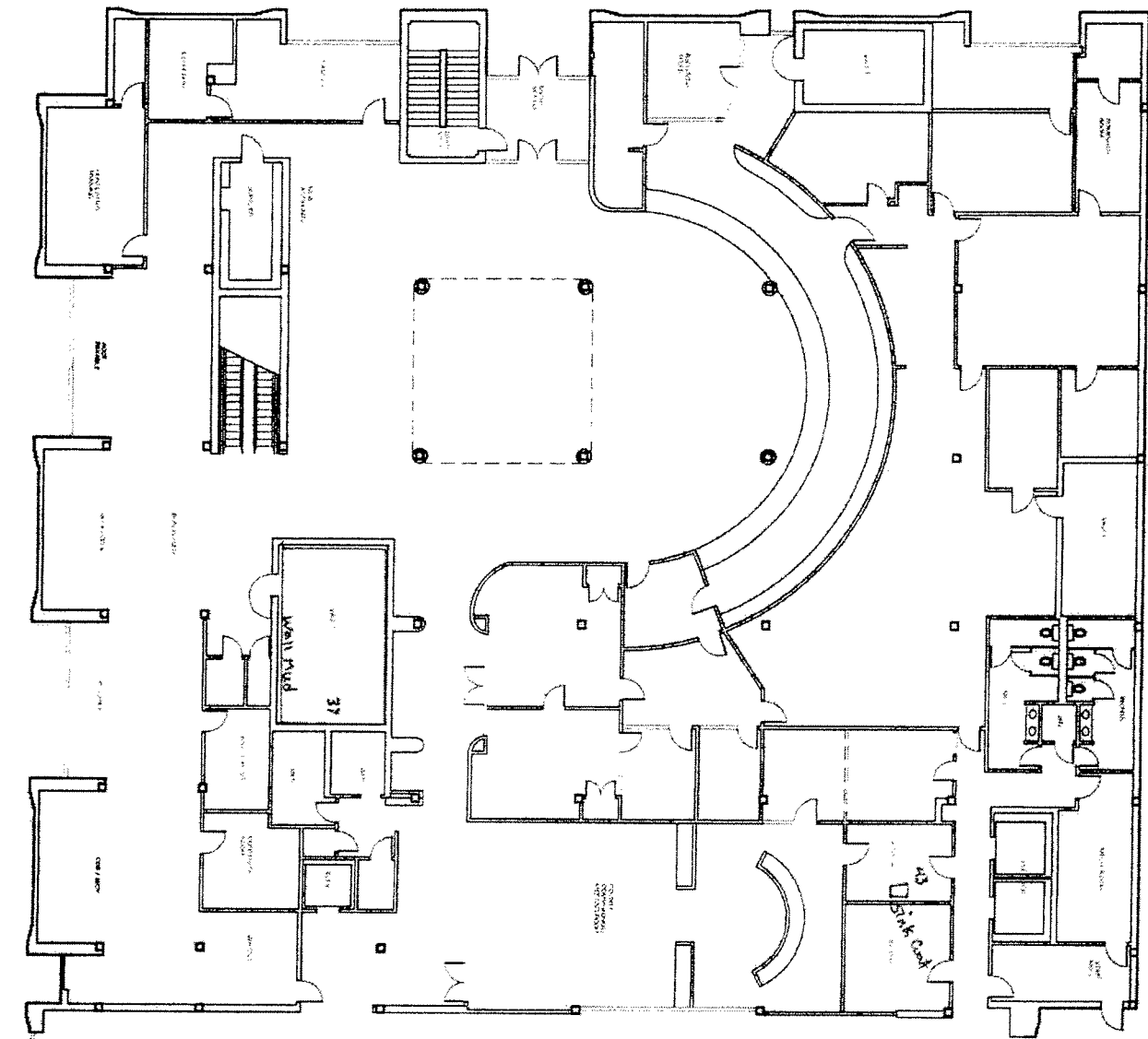
DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	72	2 nd Story – northeast ceiling area	A: 4" -6" Paper wrap, white/silver B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/25/08	73	2 nd Story – northeast ceiling area	A: 2" elbow paper wrap, white B: Mastic, white	TSI	ND	A: None Detected B: 10% Chrysotile
9/25/08	74	2 nd Story – northeast ceiling area	A: 2" elbow paper wrap, white B: Mastic, white	TSI	ND	A: None Detected B: 10% Chrysotile
9/25/08	75	2 nd Story – northeast ceiling area	A: 2" elbow paper wrap, white B: Mastic, white	TSI	ND	A: None Detected B: 10% Chrysotile
9/25/08	76	2 nd Story – kitchen adjacent to E. elevator	Sink Undercoat, white	M	ND	None Detected
9/25/08	77	2 nd Story – kitchen adjacent to E. elevator	Sink Undercoat, white	M	ND	None Detected
9/25/08	78	3 rd Story – kitchen	Sink Undercoat, white	M	ND	None Detected
9/25/08	79	2 nd Story – UC File storage rm, north side	A: 12"X12" Floor Tile (blue) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	80	2 nd Story – UC File storage rm, north side	A: 12"X12" Floor Tile (blue) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	81	2 nd Story – UC File storage rm, north side	A: 12"X12" Floor Tile (blue) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	82	2 nd Story – UBC office	2'X2' Ceiling Tile, gray-rough texture	M	ND	None Detected
9/25/08	83	2 nd Story – UBC office	2'X2' Ceiling Tile, gray-rough texture	M	ND	None Detected
9/25/08	84	2 nd Story – UBC office	2'X2' Ceiling Tile, gray-rough texture	M	ND	None Detected
9/25/08	85	2 nd Story – west office bet. 2 secretaries offices	A: 2" Paper wrap, canvas tape B: Mastic, off-white	TSI	ND	A: None Detected B: None Detected
9/25/08	86	2 nd Story – west office bet. 2 secretaries offices	A: 2" Paper wrap, canvas tape B: Mastic, off-white	TSI	ND	A: None Detected B: None Detected
9/25/08	87	2 nd Story – west office bet. 2 secretaries offices	A: 2" Paper wrap, canvas tape B: Mastic, off-white	TSI	ND	A: None Detected B: None Detected
9/25/08	88	2 nd Story, south bldg section – throughout ceiling – AC duct	A: Mastic, black B: Silver Wrap	M	ND	A: 10% Chrysotile B: None Detected
9/25/08	89	2 nd Story – throughout ceiling – AC duct	A: Mastic, black B: Silver Wrap	M	ND	A: 10% Chrysotile B: None Detected
9/25/08	90	2 nd Story – throughout ceiling – AC duct	A: Mastic, black B: Silver wrap	M	ND	A: 10% Chrysotile B: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	91	2 nd Story -- columns throughout	A: Mud, white B: Toweled concrete, tan	T	ND	A: None Detected B: None Detected
9/25/08	92	2 nd Story -- columns throughout	A: Mud, white B: Toweled concrete, tan	M	ND	A: None Detected B: None Detected
9/25/08	93	2 nd Story -- columns throughout	A: Mud, white B: Toweled concrete, tan	M	ND	A: None Detected B: None Detected
9/25/08	94	2 nd Story -- SE corner room	A: Wall Board, white B: Joint Compound/texture, fine/white	M	MD	A: None Detected B: None Detected
9/25/08	95	2 nd Story -- SE hall	A: Wall Board, white B: Joint Compound/texture, fine/white	M	MD	A: None Detected B: None Detected
9/25/08	96	2 nd Story -- Stair wall	A: Wall Board, white B: Joint Compound/texture, fine/white	M	MD	A: None Detected B: None Detected
9/25/08	97	2 nd Story -- SE corner room	A: 4" cove base mastic, brown B: Mastic, tan	M	MD	None Detected
9/25/08	98	2 nd Story -- E office	A: 4" cove base mastic, brown B: Mastic, tan	M	MD	None Detected
9/25/08	99	2 nd Story -- south office renovation area	A: 4" cove base mastic, brown B: Mastic, tan	M	ND	None Detected
9/25/08	100	2 nd Story -- south office renovation area(#206)	A: 12"X12" Floor Tile (brown) B: Mastic, yellow C: Mastic, black	M	SD	A: None Detected B: None Detected C: 5% Chrysotile
9/25/08	101	2 nd Story -- SE corner wall (#206)	A: 12"X12" Floor Tile (brown) B: Mastic, yellow C: Mastic, black	M	SD	A: None Detected B: None Detected C: 8% Chrysotile
9/25/08	102	2 nd Story -- SE office 206	A: 12"X12" Floor Tile (brown) B: Mastic, yellow C: Mastic, black	M	SD	A: None Detected B: None Detected C: 8% Chrysotile
9/25/08	103	2 nd Story -- SE corner wall (#206)	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 2% Chrysotile C: None Detected
9/25/08	104	2 nd Story -- SE office (#206)	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 2% Chrysotile C: None Detected
9/25/08	105	2 nd Story -- SE corner wall (#206)	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 3% Chrysotile C: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	106	2 nd Story – SE office 202	A: 12"X12" Floor Tile (beige) B: Mastic, yellow/black C: 9" floor tile, off-white D: Mastic, black	M	SD	A: None Detected B: None Detected C: 3% Chrysotile D: 2% Tremolite
9/25/08	107	2 nd Story – SE office 206	A: 12"X12" Floor Tile (beige) B: Mastic, yellow/black C: 9" floor tile, off-white D: Mastic, black	M	SD	A: None Detected B: None Detected C: 3% Chrysotile D: 2% Tremolite
9/25/08	108	2 nd Story – SE office 206	A: 12"X12" Floor Tile (beige) B: Mastic, yellow/black C: 9" floor tile, off-white D: Mastic, black	M	SD	A: None Detected B: None Detected C: 3% Chrysotile D: 2% Tremolite
9/25/08	109	2 nd Story – SW office rm.	4" cove base mastic, blk/brwn/tan	M	ND	None Detected
9/25/08	110	2 nd Story – SW hall	4" cove base mastic, blk/brwn/tan	M	ND	None Detected
9/25/08	111	2 nd Story – southeast mid office area	4" cove base mastic, blk/brwn/tan	M	ND	None Detected
9/25/08	112	2 nd Story – SW office	A: Wall Board, tan B: J-Compound/Texture, white	M	ND	A: None Detected B: None Detected
9/25/08	113	2 nd Story – SW hall	A: Wall Board, tan B: J-Compound/Texture, white	M	ND	A: None Detected B: None Detected
9/25/08	114	2 nd Story – SW office mid open hall	A: Wall Board, tan B: J-Compound/Texture, white	M	ND	A: None Detected B: None Detected
9/25/08	115	2 nd Story – mid hall area	A: 12"X12" Floor Tile (white) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	116	3 rd Story – W office	A: 12"X12" Floor Tile (white) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	117	3 rd Story – E. office	A: 12"X12" Floor Tile (white) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	118	3 rd Story – west office	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	119	3 rd Story – mid office	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	120	3 rd Story – E. office	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	121	3 rd Story – E. hall area	A: 8" Paper Wrap, white/silver B: Tape Canvas, off-white C: Mastic, white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	122	3 rd Story – E. hall area	A: 8" Paper Wrap, white/silver B: Tape Canvas, off-white C: Mastic, white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	123	3 rd Story – E. hall area	A: 8" Paper Wrap, white/silver B: Tape Canvas, off-white C: Mastic, white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	124	3 rd Story – mechanical room	A: 4" -8" Paper Wrap, white/silver B: Tape Canvas, white C: Mastic, off-white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	125	3 rd Story – mechanical room	A: 4" -8" Paper Wrap, white/silver B: Tape Canvas, white C: Mastic, off-white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	126	3 rd Story – mechanical room	A: 4" -8" Paper Wrap, white/silver B: Tape Canvas, white C: Mastic, off-white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	127	2 nd Story – SE hall column	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	128	2 nd Story – SW hall column	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	129	1 st Story – Access Hall, north wall	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	130	1 st Story – SW Mechanical Room	1 st Story – SW Mechanical Room	M	D	None Detected
9/25/08	131	1 st Story – SW Mechanical Room	1 st Story – SW Mechanical Room	M	D	None Detected
9/25/08	132	1 st Story – SW Mechanical Room	1 st Story – SW Mechanical Room	M	D	None Detected

CATEGORY: S-Surface Sprayed-on or Troweled-on, T-Thermal, M-Miscellaneous (floor tile, ceiling tile, mastic, etc.)
 CONDITION: ND-No Damage, MD-Minor Damage (small dents, tears), D-Damage (less than 3 sq. ft. of total area), SD-Significant Damage (greater than 3 sq. ft. of total area or heavy damage in local area)



EXISTING FIRST FLOOR
28805

TO BE REMODELED

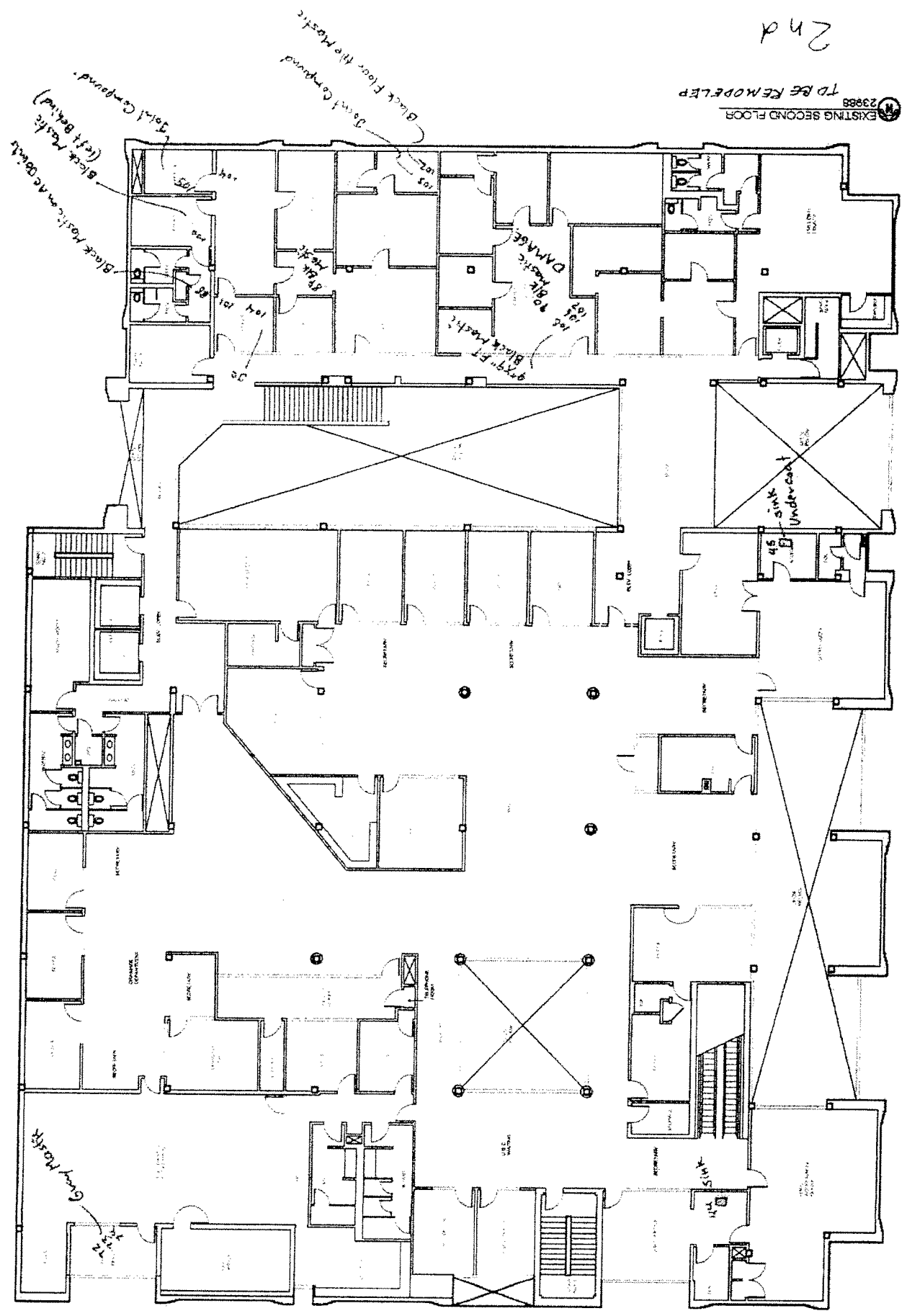
1st

9'x9" FT / Blk Mastic

wall Bandage
9'x9" FT / Blk Mastic

2nd

EXISTING SECOND FLOOR
23988
TO BE REMODELED



Black Patch
(Left Batching)
Joint Compound

Black Floor the Plastic
Joint Compound

9\"/>

45' Sink Undercut

Grey Patch



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**On Call Surveying Services
CC REGULAR**

Date: 09/22/2009
Submitted By: Nilda Cavazos, PURCHASING DEPT.
Submitted For: Nilda Cavazos
Department: PURCHASING DEPT.
Agenda Category: 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 in connection with surveying services for Pct. #1 projects;
- b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with professional Surveying Services required for Pct. #1 projects;
- 1st. _____; 2nd. _____; 3rd. _____;
- c. Authority for the Purchasing Department to negotiate a professional Surveying Services Contract with the No.1 ranked firm of _____ for the provision of Surveying Services for Pct. #1 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Pct. 1, obj. 339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Services are on an as needed basis. Possible funding source is object code 339 and funds will be determined as work authorizations are issued.

Please refer to attached expense report for Pct. 1, obj. 339, for funding availability as of 9-18-09.

Attachments

- Link: [Scoring Grid](#)
- Link: [Pct. 1 Expense report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/10/2009 11:27 AM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 11:37 AM	APRV
3	Erika Zamora	Erika Zamora	09/18/2009 03:51 PM	APRV

4	Ivan Cantu	Ivan Cantu	09/18/2009 04:10 PM	APRV
5	Auditor's Office	Angela Garcia	09/18/2009 05:39 PM	APRV

Form Started By: Nielda Cavazos

Started On: 09/08/2009 04:51
PM

Final Approval Date: 09/18/2009

HIDALGO COUNTY PRECINCT NO 1
FOR
On Call Surgery

Scoring & Evaluation
GRID

Surveying Services

Total Scores	Dos Land Surveying	Rodriguez Engineering	J.E. Saenz & Associates
Scores	95	90	88
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 1

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1201 R&B PRECINCT 1						
004						
9-1201-431-00-121-004-0-339 PCT1 RD ADM-OTHER PROF SRV	.00	25,000.00	.00	.00	25,000.00	.00
004	.00	25,000.00	.00	.00	25,000.00	.00
005						
9-1201-431-00-121-005-0-339 PCT1 P/U RD-OTHER PROF SRV	20,000.00	15,908.00	2,807.80	13,100.00	.20	100.00
005	20,000.00	15,908.00	2,807.80	13,100.00	.20	100.00
1201 R&B PRECINCT 1	20,000.00	40,908.00	2,807.80	13,100.00	25,000.20	38.89
1211 PARKS PRECINCT 1						
013						
9-1211-452-00-121-013-0-339 PCT1 PARKS-OTHER PROF SRV	.00	1,500.00	760.00	540.00	200.00	86.67
013	.00	1,500.00	760.00	540.00	200.00	86.67
1211 PARKS PRECINCT 1	.00	1,500.00	760.00	540.00	200.00	86.67
1310 BORDER COLONIA ACCESS PROGRAM						
148						
9-1310-431-00-121-148-0-339 PCT.1-HARMEL-OTHER PROF SRV	.00	319.12	.00	.00	319.12	.00
148	.00	319.12	.00	.00	319.12	.00
175						
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
175	.00	1,465.93	.00	.00	1,465.93	.00
394						
9-1310-431-00-121-394-0-339 PCT.1-RAMOSVILLE-OTHER PROF SRV	.00	751.59	.00	.00	751.59	.00
394	.00	751.59	.00	.00	751.59	.00
397						
9-1310-431-00-121-397-0-339 PCT.1-SAENZ-OTHER PROF SRV	.00	1,068.69	.00	.00	1,068.69	.00
397	.00	1,068.69	.00	.00	1,068.69	.00
400						
9-1310-431-00-121-400-0-339 PCT.1-SUNRISE-OTHER PROF SRV	.00	1,149.37	.00	.00	1,149.37	.00
400	.00	1,149.37	.00	.00	1,149.37	.00
401						
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
401	.00	1,591.14	.00	.00	1,591.14	.00
402						
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
402	.00	1,253.35	.00	.00	1,253.35	.00
403						
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

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1310 BORDER COLONIA ACCESS PROGRAM						
403						
403	.00	1,253.35	.00	.00	1,253.35	.00
404						
9-1310-431-00-121-404-0-339 PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	.00	1,750.54	.00	745.14	1,005.40	42.57
404	.00	1,750.54	.00	745.14	1,005.40	42.57
405						
9-1310-431-00-121-405-0-339 PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	.00	1,379.08	.00	700.19	678.89	50.77
405	.00	1,379.08	.00	700.19	678.89	50.77
426						
9-1310-431-00-121-426-0-339 PCT.1-ELIZABETH-OTHER PROF SRV	.00	289.43	.00	.00	289.43	.00
426	.00	289.43	.00	.00	289.43	.00
1310 BORDER COLONIA ACCESS PROGRAM	.00	12,271.59	.00	1,445.33	10,826.26	11.78
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2						
019						
9-1311-431-00-121-019-1-339 AGUA DULCE-OTHER PROF SRV	.00	775.24	775.24	.00	.00	100.00
019	.00	775.24	775.24	.00	.00	100.00
071						
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
071	.00	1,909.42	1,909.42	.00	.00	100.00
103						
9-1311-431-00-121-103-1-339 BERNAL HEIGHTS #1-OTHER PROF SRV	.00	779.62	779.62	.00	.00	100.00
103	.00	779.62	779.62	.00	.00	100.00
105						
9-1311-431-00-121-105-1-339 BERNAL-OTHER PROF SRV	.00	1,310.60	100.13	1,210.27	.20	99.98
105	.00	1,310.60	100.13	1,210.27	.20	99.98
132						
9-1311-431-00-121-132-0-339 CANA DE AZUCAR-OTHER PROF SRV	.00	270.04	270.04	.00	.00	100.00
132	.00	270.04	270.04	.00	.00	100.00
150						
9-1311-431-00-121-150-1-339 CHAPA III-OTHER PROF SRV	.00	360.35	354.06	.00	6.29	98.25
150	.00	360.35	354.06	.00	6.29	98.25
230						
9-1311-431-00-121-230-1-339 DIMAS #3-OTHER PROF SRV	.00	1,437.46	1,437.46	.00	.00	100.00
230	.00	1,437.46	1,437.46	.00	.00	100.00
244						
9-1311-431-00-121-244-0-339 EL MESQUITE-OTHER PROF SRV	.00	1,794.82	1,794.82	.00	.00	100.00
244	.00	1,794.82	1,794.82	.00	.00	100.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2						
245						
9-1311-431-00-121-245-1-339 EL MONTE-OTHER PROF SRV	.00	1,483.46	4.39	1,473.71	5.36	99.64
245	.00	1,483.46	4.39	1,473.71	5.36	99.64
318						
9-1311-431-00-121-318-1-339 HIGH LAND-OTHER PROF SRV	.00	816.05	404.41	370.59	41.05	94.97
318	.00	816.05	404.41	370.59	41.05	94.97
391						
9-1311-431-00-121-391-0-339 LA PALMA S/D-OTHER PROF SRV	.00	3,038.30	1.29	1,025.39	2,011.62	33.79
391	.00	3,038.30	1.29	1,025.39	2,011.62	33.79
495						
9-1311-431-00-121-495-0-339 NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
495	.00	1,302.54	1,302.54	.00	.00	100.00
509						
9-1311-431-00-121-509-1-339 OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
509	.00	981.38	981.38	.00	.00	100.00
571						
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
571	.00	5,108.00	5,108.00	.00	.00	100.00
865						
9-1311-431-00-121-865-1-339 DIMAS #1-OTHER PROF SRV	.00	1,298.84	10.46	1,288.38	.00	100.00
865	.00	1,298.84	10.46	1,288.38	.00	100.00
897						
9-1311-431-00-121-897-1-339 MEL GRAY-OTHER PROF SRV	.00	8,881.81	.00	6,583.00	2,298.81	74.12
897	.00	8,881.81	.00	6,583.00	2,298.81	74.12
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2	.00	31,547.93	15,233.26	11,951.34	4,363.33	86.17
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3						
063						
9-1312-431-00-121-063-0-339 BALLI ESTATES-OTHER PROF SRV	.00	13,669.16	12,697.87	971.29	.00	100.00
063	.00	13,669.16	12,697.87	971.29	.00	100.00
120						
9-1312-431-00-121-120-0-339 BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,800.93	2,397.44	403.49	.00	100.00
120	.00	2,800.93	2,397.44	403.49	.00	100.00
148						
9-1312-431-00-121-148-0-339 CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	1,920.62	264.22	.00	100.00
148	.00	2,184.84	1,920.62	264.22	.00	100.00
149						

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3						
149						
9-1312-431-00-121-149-0-339 CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	1,701.57	231.27	.00	100.00
149	.00	1,932.84	1,701.57	231.27	.00	100.00
181						
9-1312-431-00-121-181-0-339 COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,707.18	1,707.18	.00	.00	100.00
181	.00	1,707.18	1,707.18	.00	.00	100.00
185						
9-1312-431-00-121-185-0-339 COLONIA WHALEN ROAD-OTHER PROF SRV	.00	3,179.12	2,775.63	403.49	.00	100.00
185	.00	3,179.12	2,775.63	403.49	.00	100.00
215						
9-1312-431-00-121-215-0-339 DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,638.56	1,235.07	403.49	.00	100.00
215	.00	1,638.56	1,235.07	403.49	.00	100.00
220						
9-1312-431-00-121-220-1-339 DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	9,057.42	8,152.53	904.89	.00	100.00
220	.00	9,057.42	8,152.53	904.89	.00	100.00
228						
9-1312-431-00-121-228-1-339 DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,645.44	1,324.25	321.19	.00	100.00
228	.00	1,645.44	1,324.25	321.19	.00	100.00
232						
9-1312-431-00-121-232-0-339 COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,427.34	3,427.34	.00	.00	100.00
232	.00	3,427.34	3,427.34	.00	.00	100.00
319						
9-1312-431-00-121-319-0-339 HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,087.00	2,794.71	292.29	.00	100.00
319	.00	3,087.00	2,794.71	292.29	.00	100.00
362						
9-1312-431-00-121-362-0-339 L & P-OTHER PROFESSIONAL SERVICES	.00	3,005.54	.00	.00	3,005.54	.00
362	.00	3,005.54	.00	.00	3,005.54	.00
387						
9-1312-431-00-121-387-0-339 LA MESA SUBDIVISION-OTHER PROF SRV	.00	5,348.86	4,675.99	672.87	.00	100.00
387	.00	5,348.86	4,675.99	672.87	.00	100.00
423						
9-1312-431-00-121-423-0-339 LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	2,076.67	1,590.88	485.79	.00	100.00
423	.00	2,076.67	1,590.88	485.79	.00	100.00
461						
9-1312-431-00-121-461-0-339 MID-VALLEY ESTATES-OTHER PROF SRV	.00	5,982.38	4,822.99	1,159.39	.00	100.00
461	.00	5,982.38	4,822.99	1,159.39	.00	100.00
687						

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3						
687						
9-1312-431-00-121-687-0-339 SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,496.78	1,241.34	255.44	.00	100.00
687	.00	1,496.78	1,241.34	255.44	.00	100.00
688						
9-1312-431-00-121-688-0-339 SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,238.06	982.62	255.44	.00	100.00
688	.00	1,238.06	982.62	255.44	.00	100.00
779						
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
779	.00	3,691.64	3,691.64	.00	.00	100.00
790						
9-1312-431-00-121-790-0-339 VILLAGE GROVE #2-OTHER PROF SRV	.00	1,075.17	720.88	354.29	.00	100.00
790	.00	1,075.17	720.88	354.29	.00	100.00
804						
9-1312-431-00-121-804-0-339 WES-MER SUBDIVISION-OTHER PROF SRV	.00	2,284.33	1,979.69	304.64	.00	100.00
804	.00	2,284.33	1,979.69	304.64	.00	100.00
855						
9-1312-431-00-121-855-0-339 ASH COUNTY-OTHER PROF SRV	.00	3,319.28	2,915.79	403.49	.00	100.00
855	.00	3,319.28	2,915.79	403.49	.00	100.00
860						
9-1312-431-00-121-860-0-339 CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	8,739.01	7,624.57	1,114.44	.00	100.00
860	.00	8,739.01	7,624.57	1,114.44	.00	100.00
895						
9-1312-431-00-121-895-0-339 MARY ANN-OTHER PROFESSIONAL SERVICES	.00	6,329.26	6,329.26	.00	.00	100.00
895	.00	6,329.26	6,329.26	.00	.00	100.00
896						
9-1312-431-00-121-896-0-339 MCKEE #1-OTHER PROF SRV	.00	3,129.98	2,726.49	403.49	.00	100.00
896	.00	3,129.98	2,726.49	403.49	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3	.00	92,046.79	79,436.35	9,604.90	3,005.54	96.73
9 YEAR	20,000.00	178,274.31	98,237.41	36,641.57	43,395.33	75.66

AI-17591

25.C.1.

On-Call Engineering Services for Precinct No. 2

CC REGULAR

Date: 09/22/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service/engineering services;
- b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with "On-call Engineering Services" for Pct. #2;

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of "On-call Engineering Services" for Pct. #2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1202-431-00-122-006-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance of \$27,000.00 as of 09/18/09.

Attachments

Link: Scoring & Evaluation Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2009 04:18 PM	APRV
2	Budget & Management	Erika Zamora	09/18/2009 04:33 PM	APRV
3	Roland Garcia	Rolando Garcia	09/18/2009 04:59 PM	APRV
4	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal

Started On: 09/18/2009 02:59 PM

Final Approval Date: 09/18/2009

HIDALGO COUNTY PRECINCT NO 2

FOR

General Engineering Services

Scoring & Evaluation GRID

Engineering Services

Total Scores	R Gutierrez Engineering	JE Saenz & Associates	Noe Garza Engineering
Scores	95	91	91
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

**Material Testing Services for Precinct No. 2
CC REGULAR**

Date: 09/22/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service in connection with engineering services;
- b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with "Construction Material Testing Engineering Services" for Pct. #2;

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of "Construction Material Testing Engineering Services" for Pct. #2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of \$27,000.00 as of 09/18/09.

Attachments

Link: Scoring & Evaluation Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2009 04:21 PM	APRV
2	Budget & Management	Erika Zamora	09/18/2009 04:33 PM	APRV
3	Roland Garcia	Rolando Garcia	09/18/2009 04:58 PM	APRV
4	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal

Started On: 09/18/2009 04:01 PM

Final Approval Date: 09/18/2009

HIDALGO COUNTY PRECINCT NO 2

FOR
General
Construction Materials Testing
Services

Scoring & Evaluation GRID

Construction Materials Testing Services

Total Scores	Terracon	Raba Kistner	Professional Services Industries
Scores	95	94	92
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-17562

25.D.1.

Change Directive No. 4 for GAS Enterprises, Inc. - Meeting Hall/Pavilion for Pct 3

CC REGULAR

Date: 09/22/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Requesting approval of Change Directive No. 4 in connection with the "Construction of the Meeting Hall/Pavilion for Precinct No. 3" from contracted vendor, G.A.S. Enterprises, Inc., and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1302-451-22-123-068-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Proposed Construction Change Directive will have no Budgetary Impact on P.O. #617510 as originally proposed, funding is through allowance.

Attachments

Link: [Change Directvie](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2009 01:22 PM	APRV
2	Budget & Management	Erika Zamora	09/17/2009 01:25 PM	APRV
3	Perla Lopez	Perla Lopez	09/17/2009 01:37 PM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 03:36 PM	APRV
Form Started By: Rocio Villarreal			Started On: 09/16/2009 04:15 PM	
Final Approval Date: 09/18/2009				

CONSTRUCTION CHANGE DIRECTIVE

148185
617510



Signature
L.I.C. EXPIRES
DATE 8-31-10

PROJECT: Meeting Hall/Pavilion
Precinct 3
Hidalgo County, Texas

DIRECTIVE NUMBER: **FOUR**

DATE: September 14, 2009

TO CONTRACTOR:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

ARCHITECT'S PROJECT NO. ---

CONTRACT FOR: General Construction

You are hereby directed to make the following change in the Contract:

Work Items	Cost
1. Provide engineering metes and bounds and map for electrical service easement.....	\$ 375.00
2. Add shower to Restroom 103 and adjust electrical and HVAC duct locations.....	15,636.00
3. Install stainless steel sink at Cooking 113 and at Pots/Pans 119.....	2,600.00
4. Add suspended ceiling to Mechanical / Janitor Rm. 116.....	469.00
5. Add data and electrical outlets at east wall in Meeting Hall 120.....	200.00
6. Add 3 solar block screened vents to west wall above cooking grille	300.00
7. Add 15 concrete wheelstops at existing parking spaces.....	645.00
8. Add 63 lin. ft. of 4" PVC pipe sleeves under sidewalks for future lawn sprinkler system.....	208.00
9. Install metal edging around ceiling above cooking grilles.....	375.00
10. Add 4' wide iron gate to exterior door No. 7.....	480.00
Total.....	\$ 21,288.00

Work descriptions and Contractor's Cost Proposals attached

Proposed Adjustments to Construction Contract to Apply to Above Costs

Reduce HVAC Contingency Allowance by	\$ 4,000.00...	Allowance Balance after this CCD...	\$ 1,000.00
Reduce Electrical Contingency Allowance by.....	\$ 4,000.00 ..	Allowance Balance after this CCD...	\$ 1,000.00
Reduce Plumbing Contingency Allowance by	\$ 4,000.00...	Allowance Balance after this CCD...	\$ 1,000.00
Reduce Betterment Allowance by	\$ 3,000.00...	Allowance Balance after this CCD...	\$ 1,000.00
Reduce Landscaping Allowance by	\$ 6,288.00...	Allowance Balance after this CCD...	\$ 5,712.00
Total reductions.....	\$ 21,288.00		

No change in Construction Contract amount.
Construction Contract Time Extension: 30 days

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect:
Alcocer Garcia Associates
1333 East Jasmine
McAllen, Texas 78501

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

General Contractor:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

By: George A. Garcia

By: _____

By: [Signature]

Title: ARCHITECT

Title: _____

Title: PRESIDENT

Date: 9-15-09

Date: _____

Date: 9/15/09

AI-17567

25.D.2.

**Requesting approval of Work Authorization No. 4 for Javier Hinojosa
CC REGULAR**

Date: 09/22/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 4 (with an estimated cost of \$3,800.00) with Javier Hinojosa Engineering to provide engineering services for the "One (1) acre tract for the USDA Tick Vat No. 100" located in Havana, Texas - Contract No. C-09-176-04-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-719
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending transfer on 9/22/09 of \$3,800.00. Refer to AI -17530.

Attachments

Link: [work authorization & exhibit #4](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	09/17/2009 04:16 PM	APRV
2		Budget & Management	Erika Zamora	09/17/2009 04:18 PM	APRV
3		Perla Lopez	Perla Lopez	09/18/2009 10:57 AM	APRV
4		Auditor's Office	Linda Fong	09/18/2009 03:39 PM	APRV
5		Dina Trevino	Dina Trevino	09/18/2009 04:58 PM	APRV

Form Started By: Rocio Villarreal

Started On: 09/16/2009 04:45 PM

Final Approval Date: 09/18/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-176-04-28
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN, Texas**, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide **Engineering Services** required for the preparation of a survey and metes and bounds description for a 1 acre tract for the **USDA Tick Vat No. 100** located in **Havana, Texas**.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$3,800.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No. 9-1203-431-00-123-005-0-719

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 _____.

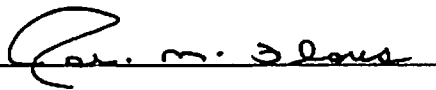
PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. #4.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

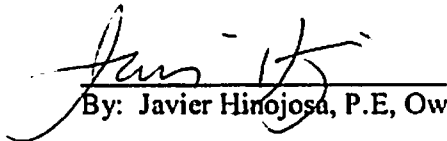
BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY


By: Javier Hinojosa, P.E, Owner

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Hidalgo County Precinct No. 3
USDA Tick Vat No. 100 located in Havana, Texas
Prepared By: Javier Hinojosa Engineering
September 9, 2009

A. USDA Tick Vat No. 100 located in Havana, Texas :

Engineering Fee - Survey and Metes and Bounds (1 Each @ \$3,800.00)

Total Engineering Fee : \$3,800.00

AI-17569

25.E.1.

Extension of Contract - Hauling Services-Pct. 4

CC REGULAR

Date: 09/22/2009

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting approval to exercise the option to renew/extend the additional one (1) year option as provided in the current contract #C-08-317-09-30- "Hauling Services of All Road Materials (Excluding Hot-Mix) for Pct. 4" by and between Hidalgo County and Roy's Hauling Services, Inc. under the same rates, terms and conditions with renewal/extension date effective September 30, 2009 with termination date of September 29, 2010.

BACKGROUND

C-08-317-09-30 On an As Needed Basis

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-007-0-346/731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object Code 346 available balance as of 9/18/09 \$ 9,310.69

Object Code 731 available balance as of 9/18/09 \$ 1,542.35

Attachments

Link: Memos-Current Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/18/2009 04:07 PM	APRV
2	Budget & Management	Erika Zamora	09/18/2009 04:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/18/2009 04:41 PM	APRV
4	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 09/16/2009 05:15 PM

Final Approval Date: 09/18/2009



County of Hidalgo Pct. 4

Commissioner Oscar S. Garza Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542-0337

MEMO

DATE: SEPTEMBER 15, 2009
TO: PURCHASING DEPARTMENT
C/O GRICELDA (CRIS) VILLARREAL, BUYER II
FROM: HIDALGO COUNTY PCT. #4
REF: CONTRACT #08-317-09-30

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE EXTENSION OF CONTRACT #C-08-317-09-30 FOR ROY'S HAULING SERVICE, INC FOR AN ADDITIONAL ONE YEAR, PLEASE PLACE ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING IS AVAILABLE UNDER THE PRECINCT ACCOUNT'S: 9-1204-431-00-124-401-0-346/731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

September 17, 2009

Roy Balderas Jr., Vice President
 Roy's Hauling Service Inc.
 PO Box 1896
 Edinburg, Texas 78539

Re: **C-08-317-9-30**
 Hauling Services for All Road Materials (Excluding Hot-Mix)

Dear Mr. Balderas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **September 22, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **Friday, September 18, 2009** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: *Roy Balderas Jr.* Date: 9-17-09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Gricelda (Cris) Villarreal, Buyer II
 Hidalgo County Purchasing Department

cc:

precinct 4
 auditors

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-317-09-30

THIS CONTRACT is made and entered into this **30th** day of **September, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy Hauling Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services for All Road Materials (Excluding Hot-Mix)**" for **Hidalgo County Precinct No. 4** (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 **Hidalgo County Precinct No. 4**. 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 **Hidalgo County** 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 for a period of one (1) year beginning **September 30, 2008** and ending **September 29, 2009** with the County's option to extend for an additional one (1) year period "**On an As Needed Basis**" under the same rates, terms and conditions. (Prices must remain firm during the contract term). County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539**

If to Company: **Roy's Hauling Service Inc.
Attn: Roy Balderas Jr., Vice President
P. O. Box 1896
Edinburg, Texas 78540**

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.

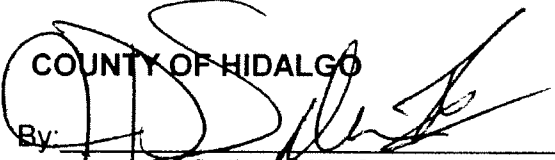
14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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.

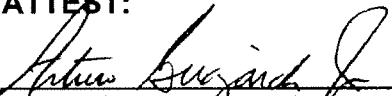
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Executed effective as of the date and year first above written.

Approved by Commissioners' Court on SEP 30 2008, 2008.

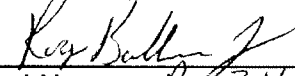
COUNTY OF HIDALGO
By: 
Juan D. Salinas, III, County Judge
Date: SEP 30 2008

ATTEST:


Arturo Guajardo Jr., County Clerk
Date: _____

COMPANY:

Roy's Hauling Service, Inc.

By: 
Printed Name: Roy Balderas Jr
Title: Vice Pres
Date: 10-9-08

APPROVED AS TO FORM:

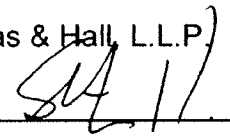
Atlas & Hall, L.L.P.)
By: 
Date: 9-25-08

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4 "HAULING SERVICES OF ALL ROAD MATERIALS" (EXCLUDING HOT-MIX) BID NO.: 2008-317-09-10CGV

SPECIFICATIONS AND/OR TERM AND CONDITIONS:

1. All hauling of all road materials will be within Hidalgo County Precinct No. 4 area and shall be awarded on a per ton basis and will haul along with Precinct No. 4 forces. Hauling services will be requested on an "As Needed Basis" by the precinct.
2. Road materials (i.e. crushed caliche, pit run caliche) will be hauled from awarded vendor's pit location.
3. Vendors stated are presently on Contract for the materials however, vendors may change due to Contract expiration during the term of this bid. Awarded hauler(s) will be advised. The following locations are the present awarded vendors for Caliche Material. Contracts, at the County's sole discretion, may be extended for an additional sixty (60) days.
 - A. The following locations is the current awarded vendor for: Crushed Caliche:
 - i. **Martin Marietta Materials:** 2 miles So. of Intersection FM 1017 to FM 3250 on 3250 Jericho Pinn, Linn, Tx
Contract expires: **March 2, 2009**
 - ii. **Frontera Materials:** 490 Pit & Reavis Pit : (490 Pit--2.5 miles N of US 281 and 4 miles West on FM 490)
(Reavis Pit: 2 ½ miles N from Intersection Hwy 83 and FM 2221)
Contract expires: **March 3, 2009**
 - B. The following location is the current awarded vendor for: Pit-Run Caliche:
 - i. **Roy's Hauling Service-** Big 5 Pit and Pit 3: Big 5 Pit located 4 miles North of FM 1925 on Big 5 Road.
 - ii. **San Manuel - Pit 3:** Located 3 miles West of US 281 on FM 1017 to FM3250; then 1 Mile South on FM 3250, pit located on West Side.
Contract expires: **October 1, 2008**
4. Bid price must be on a per ton basis;
5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
6. **Contract Term:** The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional (1) one year under the same rates, terms and conditions. Prices must remain firm during the contract term.

7. Hidalgo County Precinct No. 4 reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
8. Hauling of Road Material will be done by Precinct No. 4 forces along with awarded vendor when required.
9. 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.
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. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approval price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

- Further information regarding this project can be addressed to Mr. Juan Manuel Carranza, Chief Administrator, Hidalgo County Precinct No. 4. Hidalgo County is also 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, at 2812 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- All written inquiries will be accepted via facsimile no later than, Wednesday, September 3, 2008 at 5:00 P.M., at (9056) 316-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, September 5, 2008.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT # 4
"HAULING OF ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2008-317-09-10-CGV
BID PAGE FORM

Information to Bidder:

All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	\$ 3.00	25%	.75
Road Materials / Location of Plant:	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current / Base Fuel Cost
<u>Crushed Caliche:</u> Martin Marietta Materials & Frontera Materials			
Listed vendors are subject to be changed upon material contract expiration			
1.) 2 Miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn, TX	\$ 5.20	75%	3.90
2.) 490 & Reavis Pit *	\$ 6.25	75%	4.69
<u>Pit - Run Caliche</u> - Roy's Hauling			
Listed vendors are subject to be changed upon material contract expiration			
1.) <u>Big Five Pit:</u> 4 Mile N. of FM 1925 on Big Five Road.			
2.) <u>San Manuel Pit:</u> 3 Mile W. of US 281 on FM 1017 to FM 3250, then 1 Mile south on FM 3250, Pit located on West Side.	\$ 3.94	75%	2.96

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO 4.

At the time of bid openings South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for September 9, 2008. For each 10% (increase or decrease) in the OPIS Index of September 9, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the

invoice. Additionally, the Hidalgo County Precinct No. 4, reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

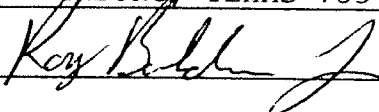
Term: Contract is for an initial period of one (1) year from bid award date. Vendor understands that the County at its sole action can extend this bid for an additional one (1) year term under the same rates, terms and conditions.

Vendor acknowledgement and agreement to Bid Price Adjustment Part I & II for the term of the contract, including any grace period extension.

Company Name: ROY'S HAULING SERVICE, INC.

Address: P.O. BOX 1896

City/State/Zip Code: EDINBURG, TEXAS 78540

Signature of Bidder: 

Printed Name: ROY BALDERAS JR.

Title: VICE-PRESIDENT

Phone and Fax Numbers: PH(956)383-2206 FAX(956)383-2569

Cell Phone Number: _____

Date: SEPTEMBER 9, 2008

Bid
for
Hauling Services of All Road Materials
Bid No: 2008-317-09-10CGV
September 10, 2008

SEP 17 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Administrative

Bidder: ROY'S HAULING SERVICE, INC.
Address: P.O. BOX 1896, EDINBURG, TEXAS 78540
By: *Roy Balderas Jr.*
Printed Name: ROY BALDERAS JR.
Title: VICE-PRESIDENT



PURCHASING DEPARTMENT
County Of Hidalgo

September 9, 2008

RE: ADDENDUM NO.1
FOR BID No.: 2008-317-09-10-CGV
"HIDALGO COUNTY PCT. 4- HAULING
SERVICES OF ALL ROAD MATERIALS.

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY -** request for bids for "**HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4**".

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us **VIA FAX AT (956) 318-2629**.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

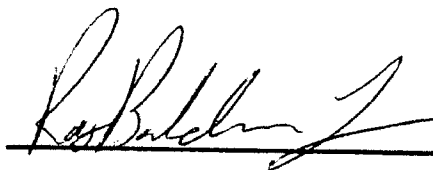
Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for "**HIDALGO COUNTY- HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4**".

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:



ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/cgv

Enclosures

ADDENDUM NO. 1

September 9, 2008

"HIDALGO COUNTY-
HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4

BID NO.: 2008-317-09-10-CGV

Bid Opening Date: September 10, 2008

NEW BID OPENINGS DATE: September 17, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 EXTENSION OF BID OPENINGS DATE

FROM: SEPTEMBER 10, 2008

TO: SEPTEMBER 17, 2008

No. 2 Modifications to 'Exhibit A' under Specifications and/or Terms and Conditions to include the following:

12. Hidalgo County Precinct No. 4 is requesting a minimum of Ten (10) available hauling trucks as described below, including Five (5) vendor owned providing proof of ownership (copy of title) along with your bid submittals. Trucks should be available on an "As Needed Basis" with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates, ownership, and capacity of your hauling trucks on Attachment A.

- a. Seven (7) operable hauling trailers.
- b. Three (3) to Five (5) operable hauling tandem trucks.

13. The bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit C).

I, Roy Balderas Jr., acknowledge receipt of ADDENDUM NO. 1 dated, September 9, 2008, for RFB-"HIDALGO COUNTY -HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4", bid opening date modifications.

ROY BALDERAS JR.

Printed Bidder Name

09/10/2008

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
08/13/2009

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

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

INSURER A: _____
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: _____
INSURER D: _____
INSURER E: _____

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC.				EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMMOD AGG \$ _____
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Garage Liability <input type="checkbox"/> ANY AUTO	FCNCCV2300075	08/20/2009	08/20/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,010 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN EA ACC \$ _____ AUTO ONLY: AGG \$ _____ EACH OCCURRENCE: \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____ \$ _____
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ _____ RETENTION \$ _____				W/C STATU TORY LIMITS <input type="checkbox"/> <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY OTHER				

RECEIVED
 SEP 04 2009
 By *C. B. 2/1/09*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

COUNTY OF HIDALGO
2802 S. BUSINESS HWY 281
EDINBURG, TEXAS 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Manuel Garcia

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/09

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

INSURED
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Texas Mutual Insurance Company	22945
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INST LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/PROP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001189521	04/02/09	04/02/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

County of Hidalgo
2802 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard P. Davis

AI-17488

25.F.1.

**Flat Rate Wireless Service to Include Equipment for Hidalgo County
CC REGULAR**

Date: 09/22/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Recommending award of bid and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for request for bids for- "Flat Rate Wireless Service to Include Equipment" -Hidalgo County (Bid No. 2009-231)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

This is a county wide contract in relation to wireless services and equipment. Please refer to exhibit B for bid amounts. Possible funding source object code 532 and 664.

For funding availability please refer to attached expenditure report as of 9/18/09.

Attachments

Link: [EXPENSE REPORT](#)

Link: [CONTRACT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2009 12:29 PM	APRV
2	Budget & Management	Erika Zamora	09/17/2009 12:51 PM	APRV
3	Erika Zamora	Erika Zamora	09/18/2009 05:07 PM	APRV
4	Auditor's Office		09/18/2009 05:39 PM	NEW

Form Started By: Gricelda Villarreal Started On: 09/15/2009 08:38 AM

Final Approval Date: 09/18/2009

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
001						
9-1100-412-00-001-001-0-664 92ND DC-OTHER MINOR EQUIPMENT	1,400.00	1,016.34	.00	.00	1,016.34	.00
001	1,400.00	1,016.34	.00	.00	1,016.34	.00
001						
9-1100-412-00-002-001-0-532 93RD DC-WIRELESS DEVICES	300.00	300.00	.00	.00	300.00	.00
9-1100-412-00-002-001-0-664 93RD DC-OTHER MINOR EQUIPMENT	2,500.00	4,324.23	.00	4,206.76	117.47	97.28
001	2,800.00	4,624.23	.00	4,206.76	417.47	90.97
001						
9-1100-412-00-004-001-0-664 206TH DC-OTHER MINOR EQUIPMENT	300.00	300.00	.00	.00	300.00	.00
001	300.00	300.00	.00	.00	300.00	.00
001						
9-1100-412-00-005-001-0-664 275TH DC-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
001	1,000.00	1,000.00	.00	.00	1,000.00	.00
001						
9-1100-412-00-006-001-0-664 332ND DC-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
001	1,000.00	1,000.00	.00	.00	1,000.00	.00
001						
9-1100-412-00-009-001-0-664 398TH DC-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001	500.00	500.00	.00	.00	500.00	.00
003						
9-1100-412-00-009-003-0-532 INDIGENT DEFENSE-WIRELESS DEVICES	.00	475.00	.00	384.09	90.91	80.86
003	.00	475.00	.00	384.09	90.91	80.86
001						
9-1100-412-00-010-001-0-664 430TH DC-OTHER MINOR EQUIPMENT	1,000.00	.00	.00	.00	.00	.00
001	1,000.00	.00	.00	.00	.00	.00
001						
9-1100-412-00-011-001-0-664 449TH DC-OTHER MINOR EQUIPMENT	1,400.00	1,400.00	.00	.00	1,400.00	.00
001	1,400.00	1,400.00	.00	.00	1,400.00	.00
001						
9-1100-412-00-022-001-0-664 CCL#2-OTHER MINOR EQUIPMENT	703.72	703.72	.00	.00	703.72	.00
001	703.72	703.72	.00	.00	703.72	.00
001						
9-1100-412-00-024-001-0-664 CCL#4-OTHER MINOR EQUIPMENT	250.00	548.49	548.49	.00	.00	100.00
001	250.00	548.49	548.49	.00	.00	100.00
001						
9-1100-412-00-025-001-0-664 CCL#5-OTHER MINOR EQUIPMENT	.00	89.48	.00	89.48	.00	100.00

Hidalgo County

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

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001						
001 001	.00	89.48	.00	89.48	.00	100.00
9-1100-412-00-026-001-0-664 CCL#6-OTHER MINOR EQUIPMENT	200.00	500.00	479.91	.00	20.09	95.98
001 001	200.00	500.00	479.91	.00	20.09	95.98
9-1100-412-00-032-001-0-664 MASTER CRT II-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001 001	500.00	500.00	.00	.00	500.00	.00
9-1100-412-00-045-001-0-664 AUXILIARY COURT-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001 001	500.00	500.00	.00	.00	500.00	.00
9-1100-412-00-061-001-0-532 JP PCT 1/PL 1-WIRELESS DEVICES	900.00	900.00	.00	96.97	803.03	10.77
001 001	900.00	900.00	.00	96.97	803.03	10.77
9-1100-412-00-062-001-0-664 JP PCT 1/PL 2-OTHER MINOR EQUIPMENT	1,000.00	500.00	.00	.00	500.00	.00
001 001	1,000.00	500.00	.00	.00	500.00	.00
9-1100-412-00-064-001-0-664 JP PCT 2/PL 2-OTHER MINOR EQUIPMENT	1,000.00	500.00	.00	.00	500.00	.00
001 001	1,000.00	500.00	.00	.00	500.00	.00
9-1100-412-00-066-001-0-532 JP PCT 3/PL 2-WIRELESS DEVICES	1,488.29	1,488.29	.00	298.02	1,190.27	20.02
9-1100-412-00-066-001-0-664 JP PCT 3/PL 2-OTHER MINOR EQUIPMENT	860.00	560.00	.00	.00	560.00	.00
001 001	2,348.29	2,048.29	.00	298.02	1,750.27	14.55
9-1100-412-00-068-001-0-532 JP PCT 4/PL 2-WIRELESS DEVICES	911.00	911.00	.00	681.72	229.28	74.83
9-1100-412-00-068-001-0-664 JP PCT 4/PL 2-OTHER MINOR EQUIPMENT	600.00	.00	.00	.00	.00	.00
001 001	1,511.00	911.00	.00	681.72	229.28	74.83
9-1100-412-00-080-002-0-664 CRIM DA-OTHER MINOR EQUIPMENT	5,000.00	1,400.00	.00	.00	1,400.00	.00
001 002	5,000.00	1,400.00	.00	.00	1,400.00	.00
9-1100-412-00-090-001-0-532 DIST CLERK-WIRELESS DEVICES	.00	732.94	345.03	337.90	50.01	93.18
9-1100-412-00-090-001-0-664 DIST CLERK-OTHER MINOR EQUIPMENT	3,060.00	9,263.96	4,300.77	2,717.88	2,245.31	75.76
001 001	3,060.00	9,996.90	4,645.80	3,055.78	2,295.32	77.04

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

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<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
001						
9-1100-412-20-080-001-0-664 GRAND JURY-OTHER MINOR EQUIPMENT	2,500.00	2,500.00	.00	.00	2,500.00	.00
001	2,500.00	2,500.00	.00	.00	2,500.00	.00
003						
9-1100-412-30-085-003-0-664 PUBLIC DEFENDER-OTHER MINOR EQUIPMENT	900.00	.00	.00	.00	.00	.00
003	900.00	.00	.00	.00	.00	.00
006						
9-1100-413-00-110-006-0-532 CO JUDGE-WIRELESS DEVICES	1,000.00	1,405.00	.00	1,196.91	208.09	85.19
9-1100-413-00-110-006-0-664 CO JUDGE-OTHER MINOR EQUIPMENT	.00	700.00	.00	355.97	344.03	50.85
006	1,000.00	2,105.00	.00	1,552.88	552.12	73.77
001						
9-1100-414-00-130-001-0-532 ELECTIONS DEPT-WIRELESS DEVICES	30,000.00	25,268.00	5,246.48	5,778.93	14,242.59	43.63
9-1100-414-00-130-001-0-664 ELECTIONS DEPT-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	1,019.71	550.90	3,429.39	31.41
001	35,000.00	30,268.00	6,266.19	6,329.83	17,671.98	41.61
001						
9-1100-415-00-200-001-0-532 INFO TECH DEPT-WIRELESS DEVICES	32,000.00	38,200.00	.00	8,692.79	29,507.21	22.76
9-1100-415-00-200-001-0-664 INFO TECH DEPT-OTHER MINOR EQUIPMENT	7,000.00	7,000.00	.00	2,793.45	4,206.55	39.91
001	39,000.00	45,200.00	.00	11,486.24	33,713.76	25.41
002						
9-1100-415-00-200-002-0-664 IT COUNTYWIDE-OTHER MINOR EQUIPMENT	10,500.00	10,500.00	818.10	980.00	8,701.90	17.12
002	10,500.00	10,500.00	818.10	980.00	8,701.90	17.12
001						
9-1100-415-14-115-001-0-532 DBM-BUDGET DIV-WIRELESS DEVICES	800.00	1,125.00	.00	1,088.35	36.65	96.74
9-1100-415-14-115-001-0-664 DBM-BUDGET DIV-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	29.04	.00	970.96	2.90
001	1,800.00	2,125.00	29.04	1,088.35	1,007.61	52.58
001						
9-1100-415-15-140-001-0-532 TAX OFF-WIRELESS DEVICES	8,000.00	8,700.00	5,951.48	1,202.10	1,546.42	82.23
9-1100-415-15-140-001-0-664 TAX OFF-OTHER MINOR EQUIPMENT	10,000.00	10,000.00	50.00	4,197.66	5,752.34	42.48
001	18,000.00	18,700.00	6,001.48	5,399.76	7,298.76	60.97
001						
9-1100-415-18-160-001-0-532 PURCHASING-WIRELESS DEVICES	2,000.00	2,800.00	825.32	741.32	1,233.36	55.95
9-1100-415-18-160-001-0-664 PURCHASING-OTHER MINOR EQUIPMENT	800.00	800.00	.00	119.91	680.09	14.99
001	2,800.00	3,600.00	825.32	861.23	1,913.45	46.85
001						
9-1100-415-21-170-001-0-532 CO AUDITOR-WIRELESS DEVICES	.00	1,500.00	780.02	591.65	128.33	91.44

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
001						
9-1100-415-21-170-001-0-664 CO AUDITOR-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	.00	.00	5,000.00	.00
001	5,000.00	6,500.00	780.02	591.65	5,128.33	21.10
001						
9-1100-415-40-180-001-0-532 CO CLERK-WIRELESS DEVICES	.00	2,745.00	.00	566.65	2,178.35	20.64
9-1100-415-40-180-001-0-664 CO CLERK-OTHER MINOR EQUIPMENT	2,000.00	2,000.00	.00	.00	2,000.00	.00
001	2,000.00	4,745.00	.00	566.65	4,178.35	11.94
002						
9-1100-415-40-180-002-0-664 CO CLERK RECORD ARCHIVE-OTHER MINOR EQUI	2,000.00	2,000.00	768.00	744.46	487.54	75.62
002	2,000.00	2,000.00	768.00	744.46	487.54	75.62
001						
9-1100-415-50-190-001-0-664 CIVIL SERVICE-OTHER MINOR EQUIPMENT	500.00	.00	.00	.00	.00	.00
001	500.00	.00	.00	.00	.00	.00
002						
9-1100-415-50-190-002-0-532 HUMAN RESOURCES-WIRELESS DEVICES	500.00	500.00	.00	358.91	141.09	71.78
002	500.00	500.00	.00	358.91	141.09	71.78
001						
9-1100-419-10-210-001-0-532 PLANNING DEPT-WIRELESS DEVICES	7,799.88	7,799.88	.00	3,067.19	4,732.69	39.32
9-1100-419-10-210-001-0-664 PLANNING DEPT-OTHER MINOR EQUIPMENT	460.00	460.00	100.00	272.76	87.24	81.03
001	8,259.88	8,259.88	100.00	3,339.95	4,819.93	41.65
069						
9-1100-419-40-115-069-0-532 CRTHSE PK LOT-WIRELESS DEVICES	2,150.00	897.72	.00	897.72	.00	100.00
9-1100-419-40-115-069-0-664 CRTHSE PK LOT-OTHER MINOR EQUIPMENT	1,500.00	50.00	50.00	.00	.00	100.00
069	3,650.00	947.72	50.00	897.72	.00	100.00
001						
9-1100-419-40-220-001-0-532 FACILITIES MGMT-WIRELESS DEVICES	15,000.00	16,800.00	2,193.41	10,862.12	3,744.47	77.71
9-1100-419-40-220-001-0-664 FACILITIES MGMT-OTHER MINOR EQUIPMENT	35,000.00	23,000.00	676.78	8,146.48	14,176.74	38.36
001	50,000.00	39,800.00	2,870.19	19,008.60	17,921.21	54.97
002						
9-1100-419-40-220-002-0-664 BLDG MINOR ST-OTHER MINOR EQUIPMENT	6,000.00	6,000.00	2,289.60	3,042.86	667.54	88.87
002	6,000.00	6,000.00	2,289.60	3,042.86	667.54	88.87
059						
9-1100-419-50-115-059-0-532 DBM-SAFETY DIV-WIRELESS DEVICES	8,500.00	8,500.00	.00	2,780.13	5,719.87	32.71
9-1100-419-50-115-059-0-664 DBM-SAFETY DIV-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	279.98	720.02	28.00
059	9,500.00	9,500.00	.00	3,060.11	6,439.89	32.21
028						

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
028						
9-1100-421-00-115-028-0-532 TX ALCOHOLIC BEVERAGE COMM-WIRELESS DEV	3,000.00	3,000.00	.00	1,819.97	1,180.03	60.67
028	3,000.00	3,000.00	.00	1,819.97	1,180.03	60.67
001						
9-1100-421-00-280-001-0-532 SHERIFF-WIRELESS DEVICES	.00	9,455.07	1,439.78	4,373.37	3,641.92	61.48
9-1100-421-00-280-001-0-664 SHERIFF-OTHER MINOR EQUIPMENT	37,481.00	35,530.00	2,909.57	5,853.64	26,766.79	24.66
001	37,481.00	44,985.07	4,349.35	10,227.01	30,408.71	32.40
001						
9-1100-421-00-291-001-0-532 CONSTABLE PCT.1-WIRELESS DEVICES	.00	5,500.00	.00	.00	5,500.00	.00
9-1100-421-00-291-001-0-664 CONSTABLE PCT.1-OTHER MINOR EQUIPMENT	2,000.00	2,000.00	.00	679.00	1,321.00	33.95
001	2,000.00	7,500.00	.00	679.00	6,821.00	9.05
001						
9-1100-421-00-292-001-0-532 CONSTABLE PCT.2-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-421-00-292-001-0-664 CONSTABLE PCT.2-OTHER MINOR EQUIPMENT	2,500.00	1,200.00	.00	.00	1,200.00	.00
001	2,500.00	1,700.00	.00	.00	1,700.00	.00
001						
9-1100-421-00-293-001-0-532 CONSTABLE PCT.3-WIRELESS DEVICES	.00	1,309.85	.00	1,078.42	231.43	82.33
9-1100-421-00-293-001-0-664 CONSTABLE PCT.3-OTHER MINOR EQUIPMENT	1,500.00	1,500.00	.00	.00	1,500.00	.00
001	1,500.00	2,809.85	.00	1,078.42	1,731.43	38.38
001						
9-1100-421-00-294-001-0-532 CONSTABLE PCT.4-WIRELESS DEVICES	250.00	250.00	.00	79.43	170.57	31.77
9-1100-421-00-294-001-0-664 CONSTABLE PCT.4-OTHER MINOR EQUIPMENT	1,279.00	900.00	.00	900.00	.00	100.00
001	1,529.00	1,150.00	.00	979.43	170.57	85.17
007						
9-1100-421-00-294-007-0-532 CONST. PCT.4-CRTHSE SEC-WIRELESS DEVICES	.00	1,252.28	.00	.00	1,252.28	.00
9-1100-421-00-294-007-0-664 CONST. PCT.4-CRTHSE SEC-OTHER MINOR EQUI	.00	1,450.00	.00	.00	1,450.00	.00
007	.00	2,702.28	.00	.00	2,702.28	.00
001						
9-1100-421-00-295-001-0-532 CONSTABLE PCT.5-WIRELESS DEVICES	1,400.00	1,400.00	.00	82.47	1,317.53	5.89
9-1100-421-00-295-001-0-664 CONSTABLE PCT.5-OTHER MINOR EQUIPMENT	2,100.00	2,100.00	.00	.00	2,100.00	.00
001	3,500.00	3,500.00	.00	82.47	3,417.53	2.36
001						
9-1100-422-10-300-001-0-532 EMERG SRVS-FM-WIRELESS DEVICES	4,675.00	16,835.00	2,906.45	1,942.08	11,986.47	28.80
9-1100-422-10-300-001-0-664 EMERG SRVS-FM-OTHER MINOR EQUIPMENT	4,500.00	11,585.00	2,145.00	5,053.29	4,386.71	62.13
001	9,175.00	28,420.00	5,051.45	6,995.37	16,373.18	42.39
002						

For 01/01/09 - 01/31/10

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Periods 01 - 13

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<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
002						
9-1100-423-21-280-002-0-664 JAIL-OTHER MINOR EQUIPMENT	30,000.00	13,200.00	2,576.86	6,331.34	4,291.80	67.49
002	30,000.00	13,200.00	2,576.86	6,331.34	4,291.80	67.49
001						
9-1100-423-32-330-001-0-532 JUV DET HM-WIRELESS DEVICES	.00	310.00	.00	.00	310.00	.00
9-1100-423-32-330-001-0-664 JUV DET HM-OTHER MINOR EQUIPMENT	1,000.00	4,000.00	583.97	1,931.30	1,484.73	62.88
001	1,000.00	4,310.00	583.97	1,931.30	1,794.73	58.36
002						
9-1100-423-60-330-002-0-532 JUV PROB-WIRELESS DEVICES	.00	82.72	.00	.00	82.72	.00
9-1100-423-60-330-002-0-664 JUV PROB-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
002	1,000.00	1,082.72	.00	.00	1,082.72	.00
023						
9-1100-429-00-300-023-0-532 EMERG SRVS-EM-WIRELESS DEVICES	12,000.00	18,676.87	7,772.53	7,781.58	3,122.76	83.28
9-1100-429-00-300-023-0-664 EMERG SRVS-EM-OTHER MINOR EQUIPMENT	.00	2,273.13	1,191.86	915.00	166.27	92.69
023	12,000.00	20,950.00	8,964.39	8,696.58	3,289.03	84.30
001						
9-1100-432-00-121-001-0-532 PCT1 SANITATION-WIRELESS DEVICES	.00	240.00	.00	149.97	90.03	62.49
9-1100-432-00-121-001-0-664 PCT1 SANITATION-OTHER MINOR EQUIPMENT	4,000.00	3,089.45	.00	2,981.67	107.78	96.51
001	4,000.00	3,329.45	.00	3,131.64	197.81	94.06
001						
9-1100-432-00-122-001-0-532 PCT2 SANITATION-WIRELESS DEVICES	.00	690.00	.00	.00	690.00	.00
9-1100-432-00-122-001-0-664 PCT2 SANITATION-OTHER MINOR EQUIPMENT	1,500.00	4,500.00	.00	1,684.86	2,815.14	37.44
001	1,500.00	5,190.00	.00	1,684.86	3,505.14	32.46
001						
9-1100-432-00-123-001-0-532 PCT3 SANITATION-WIRELESS DEVICES	1,500.00	3,344.00	1,076.83	1,255.04	1,012.13	69.73
9-1100-432-00-123-001-0-664 PCT3 SANITATION-OTHER MINOR EQUIPMENT	3,000.00	3,000.00	.00	2,722.95	277.05	90.77
001	4,500.00	6,344.00	1,076.83	3,977.99	1,289.18	79.68
001						
9-1100-432-00-124-001-0-532 PCT4 SANITATION-WIRELESS DEVICES	.00	826.00	258.00	516.00	52.00	93.70
9-1100-432-00-124-001-0-664 PCT4 SANITATION-OTHER MINOR EQUIPMENT	1,600.00	.00	.00	.00	.00	.00
001	1,600.00	826.00	258.00	516.00	52.00	93.70
001						
9-1100-441-00-340-001-0-532 HEALTH ADM-WIRELESS DEVICES	15,000.00	17,015.00	8,499.02	4,700.98	3,815.00	77.58
9-1100-441-00-340-001-0-664 HEALTH ADM-OTHER MINOR EQUIPMENT	9,000.00	4,851.00	610.96	.00	4,240.04	12.59
001	24,000.00	21,866.00	9,109.98	4,700.98	8,055.04	63.16

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
003						
9-1100-441-00-340-003-0-532 HEALTH CLINICS-WIRELESS DEVICES	1,500.00	5,000.00	312.34	902.66	3,785.00	24.30
9-1100-441-00-340-003-0-664 HEALTH CLINICS-OTHER MINOR EQUIPMENT	2,000.00	2,000.00	.00	.00	2,000.00	.00
003	3,500.00	7,000.00	312.34	902.66	5,785.00	17.36
001						
9-1100-444-00-240-001-0-664 HUMAN SERVICES-OTHER MINOR EQUIPMENT	2,700.00	.00	.00	.00	.00	.00
001	2,700.00	.00	.00	.00	.00	.00
001						
9-1100-444-00-370-001-0-664 VETERAN'S SRV-OTHER MINOR EQUIPMENT	480.00	480.00	.00	.00	480.00	.00
001	480.00	480.00	.00	.00	480.00	.00
001						
9-1100-461-00-380-001-0-664 TX AGRILIFE EXT-OTHER MINOR EQUIPMENT	400.00	400.00	.00	.00	400.00	.00
001	400.00	400.00	.00	.00	400.00	.00
050						
9-1100-466-00-121-050-0-664 PCT1 CRC-OTHER MINOR EQUIPMENT	.00	1,400.00	.00	.00	1,400.00	.00
050	.00	1,400.00	.00	.00	1,400.00	.00
018						
9-1100-466-00-122-018-0-532 PCT2 CRC-TWO-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-466-00-122-018-0-664 PCT2 CRC-OTHER MINOR EQUIPMENT	1,416.00	1,416.00	.00	349.00	1,067.00	24.65
018	1,416.00	1,916.00	.00	349.00	1,567.00	18.22
082						
9-1100-466-00-122-082-0-532 PCT2 CRC (S.TOWER)-WIRELESS DEVICES	.00	1,365.00	319.84	39.98	1,005.18	26.36
9-1100-466-00-122-082-0-664 PCT2 CRC (S.TOWER)-OTHER MINOR EQUIP	1,899.00	10,899.00	3,372.85	7,316.39	209.76	98.08
082	1,899.00	12,264.00	3,692.69	7,356.37	1,214.94	90.09
042						
9-1200-431-00-115-042-0-532 COLONIA ACCESS PRG-WIRELESS DEVICES	600.00	600.00	.00	315.22	284.78	52.54
042	600.00	600.00	.00	315.22	284.78	52.54
004						
9-1200-431-00-122-004-0-532 CO SHOP-WIRELESS DEVICES	700.00	700.00	.00	129.07	570.93	18.44
9-1200-431-00-122-004-0-664 CO SHOP-OTHER MINOR EQUIPMENT	1,750.00	750.00	942.96	429.00	-621.96	182.93
004	2,450.00	1,450.00	942.96	558.07	-51.03	103.52
001						
9-1200-431-00-260-001-0-532 R-O-W DEPT-WIRELESS DEVICES	3,000.00	9,000.00	.00	4,532.30	4,467.70	50.36
9-1200-431-00-260-001-0-664 R-O-W DEPT-OTHER MINOR EQUIPMENT	3,000.00	2,100.00	100.00	.00	2,000.00	4.76
001	6,000.00	11,100.00	100.00	4,532.30	6,467.70	41.73

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Expenditure Summary Report

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Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
004						
9-1201-431-00-121-004-0-532 PCT1 RD ADM-WIRELESS DEVICES	.00	3,530.60	.00	1,622.40	1,908.20	45.95
9-1201-431-00-121-004-0-664 PCT1 RD ADM-OTHER MINOR EQUIPMENT	1,200.00	1,200.00	.00	1,030.38	169.62	85.87
004	1,200.00	4,730.60	.00	2,652.78	2,077.82	56.08
005						
9-1201-431-00-121-005-0-664 PCT1 P/U RD-OTHER MINOR EQUIPMENT	10,000.00	15,750.00	916.27	6,069.39	8,764.34	44.35
005	10,000.00	15,750.00	916.27	6,069.39	8,764.34	44.35
052						
9-1201-431-00-121-052-0-664 PCT1 DRAIN IMPRV PRJ-OTHER MINOR EQUIP	.00	4,700.00	.00	2,419.06	2,280.94	51.47
052	.00	4,700.00	.00	2,419.06	2,280.94	51.47
005						
9-1202-431-00-122-005-0-532 PCT2 RD ADM-WIRELESS DEVICES	2,500.00	2,555.00	55.00	1,903.06	596.94	76.64
9-1202-431-00-122-005-0-664 PCT2 RD ADM-OTHER MINOR EQUIPMENT	575.00	575.00	.00	429.00	146.00	74.61
005	3,075.00	3,130.00	55.00	2,332.06	742.94	76.26
006						
9-1202-431-00-122-006-0-532 PCT2 P/U RD-WIRELESS DEVICES	.00	4,000.00	.00	.00	4,000.00	.00
9-1202-431-00-122-006-0-664 PCT2 P/U RD-OTHER MINOR EQUIPMENT	8,000.00	5,000.00	.00	2,253.00	2,747.00	45.06
006	8,000.00	9,000.00	.00	2,253.00	6,747.00	25.03
004						
9-1203-431-00-123-004-0-532 PCT3 RD ADM-WIRELESS DEVICES	8,000.00	10,230.26	5,514.14	3,996.08	720.04	92.96
9-1203-431-00-123-004-0-664 PCT3 RD ADM-OTHER MINOR EQUIPMENT	1,000.00	4,484.25	.00	.00	4,484.25	.00
004	9,000.00	14,714.51	5,514.14	3,996.08	5,204.29	64.63
005						
9-1203-431-00-123-005-0-532 PCT3 P/U RD-WIRELESS DEVICES	.00	8,744.04	1,400.00	2,015.91	5,328.13	39.07
9-1203-431-00-123-005-0-664 PCT3 P/U RD-OTHER MINOR EQUIPMENT	15,000.00	15,050.00	50.00	13,147.01	1,852.99	87.69
005	15,000.00	23,794.04	1,450.00	15,162.92	7,181.12	69.82
005						
9-1204-431-00-124-005-0-664 PCT4 RD ADM-OTHER MINOR EQUIPMENT	800.00	800.00	.00	737.92	62.08	92.24
005	800.00	800.00	.00	737.92	62.08	92.24
007						
9-1204-431-00-124-007-0-532 PCT4 P/U RD-WIRELESS DEVICES	3,000.00	6,915.98	1,390.18	4,814.66	711.14	89.72
9-1204-431-00-124-007-0-664 PCT4 P/U RD-OTHER MINOR EQUIPMENT	30,000.00	39,349.95	8,075.71	29,480.20	1,794.04	95.44
007	33,000.00	46,265.93	9,465.89	34,294.86	2,505.18	94.59
036						
9-1204-431-00-124-036-0-664 PCT4 DRAIN IMPRV PRJ-OTHER MINOR EQUIP	.00	2,902.02	.00	2,902.02	.00	100.00
036	.00	2,902.02	.00	2,902.02	.00	100.00

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Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
013						
9-1211-452-00-121-013-0-664 PCT1 PARKS-OTHER MINOR EQUIPMENT	8,000.00	6,067.96	2,159.23	3,517.58	391.15	93.55
013	8,000.00	6,067.96	2,159.23	3,517.58	391.15	93.55
008						
9-1212-452-00-122-008-0-532 PCT2 PARKS-WIRELESS DEVICES	960.00	960.00	.00	613.87	346.13	63.94
9-1212-452-00-122-008-0-664 PCT2 PARKS-OTHER MINOR EQUIPMENT	6,150.00	6,150.00	25.00	469.97	5,655.03	8.05
008	7,110.00	7,110.00	25.00	1,083.84	6,001.16	15.60
008						
9-1213-452-00-123-008-0-532 PCT3 PARKS-WIRELESS DEVICES	750.00	2,189.15	279.44	1,070.56	839.15	61.67
9-1213-452-00-123-008-0-664 PCT3 PARKS-OTHER MINOR EQUIPMENT	2,200.00	12,200.00	.00	7,770.52	4,429.48	63.69
008	2,950.00	14,389.15	279.44	8,841.08	5,268.63	63.38
009						
9-1214-452-00-124-009-0-532 PCT4 PARKS-WIRELESS DEVICES	550.00	951.83	231.59	512.41	207.83	78.17
9-1214-452-00-124-009-0-664 PCT4 PARKS-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	1,723.94	1,944.34	1,331.72	73.37
009	5,550.00	5,951.83	1,955.53	2,456.75	1,539.55	74.13
006						
9-1222-412-00-080-006-0-532 DA BAD CK-WIRELESS DEVICES	5,000.00	5,000.00	1,476.45	2,596.98	926.57	81.47
9-1222-412-00-080-006-0-664 DA BAD CK-OTHER MINOR EQUIPMENT	3,500.00	3,500.00	.00	2,957.67	542.33	84.50
006	8,500.00	8,500.00	1,476.45	5,554.65	1,468.90	82.72
007						
9-1223-412-00-080-007-0-664 DA INVESTIGATION HB65-OTHER MINOR EQUIP	3,500.00	3,500.00	.00	.00	3,500.00	.00
007	3,500.00	3,500.00	.00	.00	3,500.00	.00
005						
9-1227-421-00-280-005-0-664 SHRF INVESTIG HB65-OTHER MINOR EQUIPMENT	10,439.67	10,439.67	.00	.00	10,439.67	.00
005	10,439.67	10,439.67	.00	.00	10,439.67	.00
006						
9-1228-421-00-280-006-0-532 SHRF FED SHARING-US TREAS-WIRELESS DEV	5,000.00	5,000.00	.00	.00	5,000.00	.00
9-1228-421-00-280-006-0-664 SHRF FED SHARING-US TREAS-OTHER MINOR EQ	15,000.00	15,000.00	.00	.00	15,000.00	.00
006	20,000.00	20,000.00	.00	.00	20,000.00	.00
007						
9-1229-421-00-280-007-0-532 SHRF FED SHARING-USDJ-WIRELESS DEVICES	45,000.00	45,000.00	.00	21,114.12	23,885.88	46.92
9-1229-421-00-280-007-0-664 SHRF FED SHARING-USDJ-OTHER MINOR EQUIP	5,000.00	5,000.00	.00	.00	5,000.00	.00
007	50,000.00	50,000.00	.00	21,114.12	28,885.88	42.23

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010						
9-1230-421-00-293-010-0-532 CONST PCT.3 INVESTIG HB65-WIRELESS DEVIC	.00	2,000.00	.00	.00	2,000.00	.00
010	.00	2,000.00	.00	.00	2,000.00	.00
003						
9-1237-415-40-180-003-0-664 CC REC MGMT-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
003	1,000.00	1,000.00	.00	.00	1,000.00	.00
001						
9-1242-412-00-060-001-0-532 JUSTICE CRT TECH-WIRELESS DEVICES	.00	15,425.19	1,454.97	599.88	13,370.34	13.32
9-1242-412-00-060-001-0-664 JUSTICE CRT TECH-OTHER MINOR EQUIPMENT	16,000.00	16,000.00	412.18	.00	15,587.82	2.58
001	16,000.00	31,425.19	1,867.15	599.88	28,958.16	7.85
002						
9-1243-412-00-023-002-0-664 PROBATE COURT-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
002	1,000.00	1,000.00	.00	.00	1,000.00	.00
001						
9-1247-412-50-100-001-0-664 LAW LIBRARY-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001	500.00	500.00	.00	.00	500.00	.00
012						
9-1252-412-00-270-012-0-532 HIDTA US TREASURY-WIRELESS DEVICES	1,000.00	4,000.00	.00	.00	4,000.00	.00
9-1252-412-00-270-012-0-664 HIDTA US TREASURY-OTHER MINOR EQUIPMENT	6,000.00	6,000.00	.00	1,227.78	4,772.22	20.46
012	7,000.00	10,000.00	.00	1,227.78	8,772.22	12.28
001						
9-1282-412-30-085-001-9-532 PUBLIC DEFENDER-WIRELESS DEVICES	.00	416.17	.00	299.31	116.86	71.92
001	.00	416.17	.00	299.31	116.86	71.92
037						
9-1284-421-00-280-037-9-664 OCDE-OTHER MINOR EQUIPMENT	.00	1,676.20	1,676.20	.00	.00	100.00
037	.00	1,676.20	1,676.20	.00	.00	100.00
051						
9-1284-421-00-280-051-1-664 STONEGARDEN (PALMVIEW)-OTHER MINOR EQUIP	.00	5,000.00	.00	5,000.00	.00	100.00
051	.00	5,000.00	.00	5,000.00	.00	100.00
063						
9-1284-421-00-280-063-0-532 GCVOFTF II-WIRELESS DEVICES	.00	630.00	183.65	93.49	352.86	43.99
063	.00	630.00	183.65	93.49	352.86	43.99
071						
9-1287-452-00-110-071-0-664 NATIONAL RECREATIONAL-OTHER MINOR EQUIP	.00	900.00	.00	.00	900.00	.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>	
071							
071	.00	900.00	.00	.00	900.00	.00	
003							
9-1291-412-00-270-003-8-532	HIDTA TASK FORCE-WIRELESS DEVICES	.00	6,145.50	.00	6,145.50	.00	100.00
9-1291-412-00-270-003-9-532	HIDTA TASK FORCE-WIRELESS DEVICES	.00	6,000.00	.00	738.74	5,261.26	12.31
003		.00	12,145.50	.00	6,884.24	5,261.26	56.68
001							
9-1292-441-00-350-001-9-532	WIC ADM-WIRELESS DEVICES	.00	11,133.14	2,482.55	3,553.69	5,096.90	54.22
9-1292-441-00-350-001-9-664	WIC ADM-OTHER MINOR EQUIPMENT	.00	1,600.00	.00	615.40	984.60	38.46
001		.00	12,733.14	2,482.55	4,169.09	6,081.50	52.24
009							
9-1292-441-00-350-009-9-664	WIC EBT-OTHER MINOR EQUIPMENT	.00	8,000.00	.00	4,306.68	3,693.32	53.83
009		.00	8,000.00	.00	4,306.68	3,693.32	53.83
005							
9-1293-441-00-340-005-0-664	H.D. ADM-OTHER MINOR EQUIPMENT	.00	32,240.00	.00	28,480.29	3,759.71	88.34
005		.00	32,240.00	.00	28,480.29	3,759.71	88.34
012							
9-1293-441-00-340-012-0-664	IMM DIV LOCAL-OTHER MINOR EQUIPMENT	.00	7,784.41	.00	.00	7,784.41	.00
9-1293-441-00-340-012-9-664	IMM DIV LOCAL-OTHER MINOR EQUIPMENT	.00	1,993.71	.00	1,993.71	.00	100.00
012		.00	9,778.12	.00	1,993.71	7,784.41	20.39
013							
9-1293-441-00-340-013-0-532	TDH PHPSB-WIRELESS DEVICES	.00	11,138.00	8,946.96	.00	2,191.04	80.33
9-1293-441-00-340-013-9-532	TDH PHPSB-WIRELESS DEVICES	.00	6,183.40	944.80	5,164.60	74.00	98.80
013		.00	17,321.40	9,891.76	5,164.60	2,265.04	86.92
040							
9-1293-441-00-340-040-9-664	BIO DISCRETIONARY-OTHER MINOR EQUIPMENT	.00	5,799.00	.00	613.34	5,185.66	10.58
040		.00	5,799.00	.00	613.34	5,185.66	10.58
014							
9-1294-423-00-330-014-0-664	COMPUTERIZATION-OTHER MINOR EQUIPMENT	.00	2,000.00	.00	.00	2,000.00	.00
014		.00	2,000.00	.00	.00	2,000.00	.00
028							
9-1295-423-00-330-028-0-532	WESL B/C-WIRELESS DEVICES	2,500.00	2,500.00	.00	635.49	1,864.51	25.42
9-1295-423-00-330-028-0-664	WESL B/C-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	.00	1,975.66	3,024.34	39.51
028		7,500.00	7,500.00	.00	2,611.15	4,888.85	34.82
005							

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
005						
9-1297-423-00-320-005-0-532 RESTITUTION CTR-WIRELESS DEVICES	.00	900.00	896.00	.00	4.00	99.56
9-1297-423-00-320-005-9-532 RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
005	.00	1,486.00	896.00	.00	590.00	60.30
008						
9-1297-423-00-320-008-9-664 COMM CORR-OTHER MINOR EQUIPMENT	.00	1,200.00	.00	.00	1,200.00	.00
008	.00	1,200.00	.00	.00	1,200.00	.00
020						
9-1297-423-00-320-020-0-532 SATF-WIRELESS DEVICES	.00	4,580.00	.00	.00	4,580.00	.00
9-1297-423-00-320-020-9-532 SATF-WIRELESS DEVICES	.00	1,196.00	.00	.00	1,196.00	.00
9-1297-423-00-320-020-9-664 SATF-OTHER MINOR EQUIPMENT	.00	6,904.59	200.00	1,895.00	4,809.59	30.34
020	.00	12,680.59	200.00	1,895.00	10,585.59	16.52
007						
9-1301-415-00-120-007-0-664 K-MART PROPERTY-OTHER MINOR EQUIPMENT	.00	1,000.00	.00	.00	1,000.00	.00
007	.00	1,000.00	.00	.00	1,000.00	.00
062						
9-1301-421-00-280-062-0-664 USDA 2008 LOAN-SHERIFF-OTHER MINOR EQUIP	.00	3,600.00	.00	.00	3,600.00	.00
062	.00	3,600.00	.00	.00	3,600.00	.00

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-231-09-22**

THIS CONTRACT is made and entered into this 22nd day of **September, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **HEB Wireless, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Flat Rate Wireless Service to Include Equipment for Hidalgo County"** (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" (the Specifications) and "B" (Vendor bid Page) respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to 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 in accordance with the Specifications within Hidalgo County following a request for Services by the

Department Head, or its 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 for a period beginning **September 22, 2009** and ending on **September 21, 2010** and may be extended at the sole discretion of County for an additional five (5) one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (Bid Page Form) attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

**HEB Wireless Inc.
Attn.: William Hileman
646 S. Main
San Antonio, Texas 78216**

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. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. 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.

17. 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 _____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Atlas & Hall L.L.P.

EXHIBIT "A"

SPECIFICATIONS

Bid
for
Flat Rate Wireless Service to Include Equipment
Bid No: 2009-231-08-05CGV
August 5, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: HEB Wireless Inc.
Address: 1046 S. Main Ave
By: [Signature]
Printed Name: William Hileman
Title: VP Service Co.

EXHIBIT "A"

HIDALGO COUNTY

REQUEST FOR BIDS

"FLAT RATE WIRELESS SERVICES TO INCLUDE EQUIPMENT"

RFB NO: 2009-231-08-05CGV

OBJECTIVE:

Hidalgo County is requesting sealed bids for flat rate pre-paid cellular service to cover Hidalgo County and surrounding areas. Hidalgo County does not make any commitment to the quantity of phones and minute usage inasmuch as the cellular phone program and policies may reduce or increase the number of eligible cell phone users the County requests to maintain currently operated.

The following outlines the Request for Bids:

SECTION I: SCOPE OF SERVICES

Requirements and Services:

1. Vendor will be required to reprogram all cellular phones currently operating on the County's existing system(Sprint/Nextel) to their system;
2. Hidalgo County requires a plan with one (1) flat fee which will include, but not limited to, the following:
 - no activation fees,
 - no termination fee,
 - no contracts,
 - *no roaming charges
 - no added surcharges or fee(s) that the federal government does not allow;
 - Unlimited voice calls
 - *Unlimited text messaging
 - Unlimited US Long distance
 - Free voice mail;
 - Free caller ID;
 - Free call waiting;
 - Free call forwarding;
3. Hidalgo County requires a thirty (30) business days (trial demonstration) to insure availability of reception of all incoming and outgoing calls throughout Rio Grande Valley Area before awarding bid;
4. Thirty (30) day term billing:
 - Month to month billing;
- Hidalgo County requires flat rate monthly charges in electronic format (.csv or .txt),

including detailed billing for each phone number ;

5. Assigned Service Manager;
 - a. Must have a location in Rio Grande Valley area.
6. Ability to use existing Sprint/Nextel equipment (Motorola ic502);
7. Vendor must provide a list with cost of new equipment, equipment protection plans and/or accessories available for purchase;
8. Complete Rio Grande Valley Coverage;
 - Must provide a local rate (toll free) coverage map outlining the local areas within Texas;
 - All Hidalgo County must be included in the local call zone.
9. Vendor must describe in detail, procedures used to address emergency calls and any other procedures used to alleviate special problems which may arise with the services or hardware.

SECTION II: TERMS

Terms and Conditions:

- 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).
- 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.
- 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.
- 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
- 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.

- Hidalgo County Commissioner's Court and issuance of a Contract, awarded vendor shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in properly executed Purchase Orders.

Contract Term:

- The initial contract term will be for one (1) year. The effective date of the contract is upon execution of the contract document.

Option to extend:

- The County reserves the right to extend for five (5) additional one (1) year terms under the same rates, terms and conditions.
- Hidalgo County reserves the right to continue this bid for 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.

ADDITIONAL INFORMATION:

All bids must be placed in a sealed envelope and clearly marked on the outside of the envelope or package: **RFB-2009-231-08-05CGV, "Flat Rate Wireless Service to Include Equipment- Hidalgo County"**. One (1) original and three (3) copies shall be sealed and submitted to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. **Telephone calls will not be accepted!**

All questions concerning specifications and/or terms and conditions to this bid should be submitted in writing via facsimile to 956-318-2629 or via email to cris.villarreal@co.hidalgo.tx.us no later than, **Wednesday, July 29, 2009, 5:00 PM.** Responses to said questions will be sent to all applicants via facsimile or via email by no later than **5:00 PM, Friday, July 31, 2009.**

ADDITIONAL INFORMATION

H-E-B Mobile services are offered through Pocket Communications. Pocket Communications is a 100% Texas based company with headquarters in San Antonio. We are pleased to be considered for the provision of the Hidalgo County flat rate wireless service.

In addition to being the low cost leader, Pocket is dedicated to providing a quality product to its customers. Despite our phenomenal growth rate, we have maintained a superior level of network quality and customer service. We expand our network size and capacity in advance of demand and in order to maintain service quality rather than after the fact when service quality has already begun to suffer. Pocket network performance matches or exceeds that of every national service provider (consistently less than 1% dropped calls) and we invite a comparison test to prove that these are not just empty claims. We provide a broad local coverage area that is competitive with any other provider's and we continue to expand our footprint. Because a large percentage of our customers replace their home phone with our wireless service, our system is designed from the start to provide quality indoor coverage.

Our proposal includes fixed, flat rate pricing for unlimited service. Flat rate pricing simplifies administration of the County's account, eliminating the need to reconcile detailed call records, minutes of use summaries, or rollover plans. The cost of each line is exactly the same every month. There are no overages. Countless hours spent monitoring and managing the County account are saved. Any possibilities of overages or overpayment are eliminated. The benefits here are obvious and substantial.

Our basic philosophy is simple:

- Provide a competitive coverage area.
- Don't drop calls.
- Answer the phone quickly and courteously.
- Be the lowest cost provider.
- Work harder than the competition.

The difference between us and the others is that we deliver on this plan. As the fastest startup in wireless history, our success speaks for itself.

EXHIBIT "B"

BID PAGE FORM

HIDALGO COUNTY

REQUEST FOR BIDS
"FLAT RATE WIRELESS SERVICES TO INCLUDE EQUIPMENT"
RFB NO: 2009-231-07-01CGV

Bid Page Form

Monthly Plan, including (no activation fees, no termination fees, unlimited calls, text messaging, U.S. Long Distance, voice mail, caller ID, call waiting, call forwarding):

Bid Price: \$ 25 per month

Total Number of Minutes per plan: Unlimited

Bid Price/ New Telephone: \$ 35 each

Bid Price/Accessories:

Please specify type of accessory.

\$ 10.00 each
\$ 10.00 each
\$ _____ each
\$ _____ each
\$ _____ each

Case
Car Charger

OPENED

9:46 am

8-5-09

Witnessed

[Signature]

Bid Price: (Reprogram (flash) of existing phones)

\$ 20 trade-in each

Bid Price/Porting:

\$ _____ each

Bid Price:

Equipment Insurance Coverage

\$ 5 each/per month

Name of Company or Provider: HEB Wireless Inc.

Address: 6416 S. main

City, State, Zip Code: San Antonio, TX 78216

Signature of Authorized Representative: [Signature]

Print Name: William Hileman Date: _____

Phone Number: 210-938-8082 Fax Number: _____

Email address: hileman.will@heb.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORDTM

CERTIFICATE OF INSURANCE

ISSUE DATE

09/18/2009

PRODUCER

MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
811 Town and Country Lane, Suite 500
Houston, TX 77024
713-877-8975

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.

COMPANIES AFFORDING COVERAGE

Company A Discover Property & Casualty Ins. Co.

INSURED

HEB Wireless Service, Inc.
P.O. Box 5997
San Antonio, TX 78201

Company B Natl Union Fire Ins Co of Pittsburgh PA

Company C

Company D

Company E

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location			EACH OCCURRENCE	\$
				FIRE DAMAGE	\$
				MEDICAL EXPENSE	\$
				PERS. AND ADVERTISING INJURY	\$
				GENERAL AGGREGATE	\$
				PRODUCTS AND COMP. OPER. AGG.	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input checked="" type="checkbox"/> SIR \$2,000,000 Per Occurrence	D007A00123	10/31/2008 10/31/2010	COMBINED SINGLE LIMIT	\$ 5,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	
				COLLISION	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit	Other
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	BE2227031	10/31/2008 10/31/2009	EACH OCCURRENCE	\$ 1,000,000
				AGGREGATE	\$ 1,000,000
					\$
					\$
					\$
					\$
					\$

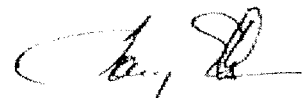
The Certificate Holder is included as an Additional Insured as required by written contract, subject to the policy terms, conditions and exclusions. Umbrella Liability is excess of \$2,000,000 Self-Insured Retention as respects General Liability.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2802 S. Business Hwy 281
Edingburg, TX 78539

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



AI-17502

25.G.1.

**Approval of Final Construction Contract-Esperanza Estates Subdivision-Pct 2, 3rd call BCAP
CC REGULAR**

Date: 09/22/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Presentation for approval of final construction contract (CC previously approved to award on 08-04-09) for C-CAP-09-288-08-04 Road & Drainage Construction for Esperanza Estates Subdivision between Hidalgo County and Total Commitment, LLC the amount of \$131,181.00.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: DOS Logistics, Inc.

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1311-431-00-122-262-0-73X

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance in 9-1312-431-00-122-262-0-731 is \$82,277.77
available balance in 9-1312-431-00-122-262-0-733 is \$87,255.00
as of 09/17/09.

Ref: AI-16683 CC 08/04/09.

Attachments

Link: [esperanza contract 17502](#)

Link: [ai req 17502 esperanza](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	09/17/2009 12:30 PM	APRV
2		Budget & Management	Erika Zamora	09/17/2009 12:52 PM	APRV
3		Roland Garcia	Rolando Garcia	09/17/2009 02:47 PM	APRV
4		Auditor's Office	Linda Fong	09/18/2009 01:20 PM	APRV

Form Started By: Yvette Islas

Started On: 09/15/2009 10:36
AM

Final Approval Date: 09/18/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-CAP-09-288-08-04**

This Agreement, entered into this 4TH day of AUGUST, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, TOTAL COMMITMENT, LLC (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

**"ROAD & DRAINAGE CONSTRUCTION FOR ESPERANZA ESTATES
SUBDIVISION"**

Hereinafter called the project, for the sum of ONE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED EIGHTY ONE Dollars and ZERO Cents (\$131,181.00) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, AUGUST 04, 2009 .

CONTRACTOR: Total Commitment, LLC / McAllen
Print Name & Title: Pedro A. Gutierrez Jr. / Member
Name of Firm: Total Commitment, LLC

Address: 11435 N. Bryan Rd.
 Mission, TX 78573
Fed I.D. #/SS #: 841657330

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 3 day of September , 2009, by Pedro A. Gutierrez Of and on behalf of Total Commitment, LLC
(Title) (A corporation)



 Vanessa Rodriguez
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

 Arturo Guajardo, Jr., County Clerk

 Juan D. Salinas III, County Judge

Yvette Islas

ai#
17502

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, September 15, 2009 9:37 AM
To: Yvette, Purchaser
Cc: Katia (Auditors); Marcie Jackson; Norma Ceballos ; 'Eralio Palacios'; M-I-N-G-O; 'Humberto Garza'
Subject: CC Agenda Item - Final Negotiated Construction Contracts
Attachments: contract esperanza.PDF; contract basham no 18 .PDF


Yvette, please place the following item on CC agenda for Tuesday 22nd September 2009:
Approval of final negotiated contract for Precinct 3 – 3rd Call Border Colonias Project: Basham Subdivision #18
(CSJ: 3C1080082)
Contractor: Total Commitment, LLC; Mission, TX
Project Engineer: Javier Hinojosa Engineering, Inc.
Account: 9-1311-431-00-123-082-0-731 & 733

Approval of final negotiated contract for Precinct 2 – 3rd Call Border Colonias Project: Esperanza Estates
Subdivision (CSJ: 3C1080262)
Contractor: Total Commitment, LLC; Mission, TX
Project Engineer: DOS Logistic, Inc.
Account: 9-1311-431-00-123-262-0-731 & 733

Please see attachments and check contract numbers.
Thanks,

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

 Please refrain from printing this email unless completely necessary. Go Green!

AI-17559

25.G.2.

BCAP Change Order No.2 Los Encinos No. I and Los Encinos No. II - Pct. No. 2

CC REGULAR

Date: 09/22/2009

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 consideration, discussion, acceptance and approval of Change Order No. 2 with contractor Total Commitment, LLC for Los Encinos No. 1 and Los Encinos II Subdivisions, Pct. No. 2 reflecting a net increase in the amount of \$4,704.00 due to reinstating installation of two street entrance culverts, and 14 calendar days added, as submitted through project engineer Izaguirre Engineering Group, LLC - C-CAP-09-128-05-05

BACKGROUND

New contract amount after change order will be \$192,360.95

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1312-431-00-122-89X-073X

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Ref: P.O.# 627382

9-1312-431-00-122-890-0-731 - available balance is \$ 3,126.41

9-1312-431-00-122-890-0-733 - available balance is \$13,736.49

9-1312-431-00-122-891-0-731 - available balance is \$ 81,05.44

9-1312-431-00-122-891-0-733 - available balance is \$19,466.30

as of 09/18/09.

Attachments

Link: Change Order No. 2 Los Encinos I and Los Encinos II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/17/2009 01:17 PM	APRV
2	Budget & Management	Erika Zamora	09/17/2009 01:23 PM	APRV
3	Roland Garcia	Rolando Garcia	09/18/2009 09:44 AM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 01:06 PM	APRV
Form Started By: Marcie Jackson			Started On: 09/16/2009 04:03 PM	

CHANGE ORDER NUMBER TWO(2)

Project: Los Encinos 1 & Los Encinos 2
 DATE OF ISSUANCE: September 16, 2009 EFFECTIVE DATE: _____

OWNER: Hidalgo County Precinct No. 2
 OWNER'S CONTRACT NO: C-CAP-09-128-05-05
 CONTRACTOR: Total Commitment LLC ENGINEER: Izaguirre Engineering Group, LLC
 11435 N. Brayn Road 7413 N. La Homa Rd.
 Mission, Texas 78573 Mission Tx. 78574

You are directed to make the following changes in the Contract Documents.

- Description:
- 1. Los Encinos 1
 Revise Drainage Items: 464, 467, 472 & 480
 - 2. Los Encinos 2
 Revise Drainage Items: 464, 467, 472 & 480

- Reason for Change Order:
- 1. TxDOT Instructions to reinstate installation of two street entrance culverts after subsequent TxDOT review of entrance permit
 - 2. 14 calendar days added to accommodate TxDOT subsequent review of entrance permit

Attachments: Los Encinos Subdivision 1 & 2 Change Order No.1 Tabulation attached herewith and made a part hereof.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 207,184.80		Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	0 calendar days
\$ (19,527.85)			
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 187,656.95		Substantial Completion:	60 calendar days or dates
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	14 calendar days
\$ 4,704.00			
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price.	Contract Time with all approved Change Orders	
\$ 192,360.95	2.27%	Substantial Completion:	74 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>9-11-09</u>	Date: _____	Date: <u>9-16-09</u>

CHANGE ORDER No.1 TABULATION

HIDALGO COUNTY PRECINCT No.2

LOS ENCINOS SUBDIVISION 1 & 2

BID NUMBER CAP-09-128-03-25 -YSI

ITEM NO.	ORIGINAL PLAN QUANTITY	CHANGE ORDER No1 QUANTITIES	UNIT	DESCRIPTION	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	ORIGINAL CONTRACT COST	CHANGE IN CONTRACT COST OF C.O. #1	REVISED CONTRACT COST AFTER C.O. #1
LOS ENCINOS 1 SUBDIVISION									
(905) ROADWAY CONSTRUCTION									
100	5.030	5.030	STA	PREPARING ROW	\$400.00	\$400.00	\$2,012.00	\$0.00	\$2,012.00
110	683.000	683.000	CY	EXCAVATION	\$7.00	\$7.00	\$4,781.00	\$0.00	\$4,781.00
164	1100.000	0.000	SY	CELL FIB MULCH SEED (PERM)(URBAN)(CLAY)	\$1.25	\$1.25	\$1,375.00	-\$1,375.00	\$0.00
204	20.120	0.000	MG	SPRINKLING	\$0.07	\$0.07	\$1.41	-\$1.41	\$0.00
251	1979.000	1979.000	SY	REWORK BS MTL (TY D) (8") DENS CONT	\$3.50	\$3.50	\$6,926.50	\$0.00	\$6,926.50
260	2038.000	2038.000	SY	LIME TREAT (EXIST MATL) (6") (SUBGR)	\$2.00	\$2.00	\$4,076.00	\$0.00	\$4,076.00
260	20.200	20.200	TON	LIME (HYD, COM PR QK) (SLURRY)	\$150.00	\$150.00	\$3,030.00	\$0.00	\$3,030.00
310	348.400	348.400	GAL	PRIME COAT (MC-30)	\$5.25	\$5.25	\$1,829.10	\$0.00	\$1,829.10
340	1742.000	1742.000	SY	ASPH CONC ACP SURFACE (Ty D) (1 1/2")	\$7.50	\$7.50	\$13,065.00	\$0.00	\$13,065.00
360			-	DRIVEWAYS (CONC) (4")			\$0.00	\$0.00	\$0.00
500	1.000	1.000	LS	MOBILIZATION	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
502	2.000	2.000	LS	BARRICADES, SIGNS, AND TRAF HANDLE	\$1,300.00	\$1,300.00	\$2,600.00	\$0.00	\$2,600.00
506	50.000	50.000	LF	TEMP SEDMT CONT FENCE (INSTALL)	\$2.50	\$2.50	\$125.00	\$0.00	\$125.00
506	50.000	50.000	LF	TEMP SEDMT CONT FENCE (REMOVE)	\$1.00	\$1.00	\$50.00	\$0.00	\$50.00
529	1066.000	1066.000	LF	CONC CURB AND GUTTER (TY A)(BARRIER)	\$8.00	\$8.00	\$8,528.00	\$0.00	\$8,528.00
530	144.000	144.000	SY	DRIVEWAYS (TY PRB 1)	\$22.00	\$22.00	\$3,168.00	\$0.00	\$3,168.00
560	7.000	0.000	EA	MAILBOXES (SINGLE)	\$125.00	\$125.00	\$875.00	-\$875.00	\$0.00
644	3.000	3.000	EA	SMALL RDSG SGN ASSM (TY A)	\$175.00	\$175.00	\$525.00	\$0.00	\$525.00
760	350.000	0.000	LF	CLEAN AND RESHAPE DITCHES (ROAD SIDE)	\$2.50	\$2.50	\$875.00	-\$875.00	\$0.00
2001	1979.000	1979.000	SY	EN-1 TREAT FLEXBASE (DC) (8")	\$1.00	\$1.00	\$1,979.00	\$0.00	\$1,979.00
2001	13.330	13.330	SY	EN-1 ROADBOND (771CY)	\$65.00	\$65.00	\$866.45	\$0.00	\$866.45
LOS ENCINOS 1 SUBDIVISION PAVING SUB-SUB-TOTAL							\$57,687.46	-\$3,126.41	\$54,561.05
(906) DRAINAGE									
464	48.000	40.000	LF	RC PIPE (CL III)(18")	\$30.00	\$30.00	\$1,440.00	-\$240.00	\$1,200.00
467	2.000	2.000	EA	SET (TY II)(18")(RCP)(1:6)	\$700.00	\$700.00	\$1,400.00	\$0.00	\$1,400.00
472	24.000	24.000	LF	REMOVE EXIST CULVERT PIPE	\$3.00	\$3.00	\$72.00	\$0.00	\$72.00
480	2.000	2.000	EA	REMOVE CULVERT S.E.T.	\$100.00	\$100.00	\$200.00	\$0.00	\$200.00
LOS ENCINOS 1 SUBDIVISION DRAINAGE SUB-SUB-TOTAL							\$3,112.00	-\$240.00	\$2,872.00
LOS ENCINOS 1 SUBDIVISION SUB-TOTAL							\$60,799.46	-\$3,366.41	\$57,433.05
LOS ENCINOS 2 SUBDIVISION									
(905) ROADWAY CONSTRUCTION									
100	12.290	12.290	STA	PREPARING ROW	\$400.00	\$400.00	\$4,916.00	\$0.00	\$4,916.00
110	1749.000	1749.000	CY	EXCAVATION	\$7.00	\$7.00	\$12,243.00	\$0.00	\$12,243.00
164	2788.000	0.000	SY	CELL FIB MULCH SEED (PERM)(URBAN)(CLAY)	\$1.25	\$1.25	\$3,485.00	-\$3,485.00	\$0.00
204	49.160	0.000	MG	SPRINKLING	\$0.07	\$0.07	\$3.44	-\$3.44	\$0.00
251	4264.000	4264.000	SY	REWORK BS MTL (TY D) (8") DENS CONT	\$3.50	\$3.50	\$14,924.00	\$0.00	\$14,924.00
260	4865.000	4865.000	SY	LIME TREAT (EXIST MATL) (6") (SUBGR)	\$2.00	\$2.00	\$9,730.00	\$0.00	\$9,730.00
260	50.400	50.400	TON	LIME (HYD, COM PR QK) (SLURRY)	\$150.00	\$150.00	\$7,560.00	\$0.00	\$7,560.00
310	793.000	793.000	GAL	PRIME COAT (MC-30)	\$5.50	\$5.50	\$4,361.50	\$0.00	\$4,361.50
340	3965.000	3965.000	SY	ASPH CONC ACP SURFACE (Ty D) (1 1/2")	\$7.50	\$7.50	\$29,737.50	\$0.00	\$29,737.50
360	281.000	281.000	SY	DRIVEWAYS (CONC) (4")	\$31.50	\$31.50	\$8,851.50	\$0.00	\$8,851.50
500	1.000	1.000	LS	MOBILIZATION	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
502	3.000	3.000	LS	BARRICADES, SIGNS, AND TRAF HANDLE	\$1,500.00	\$1,500.00	\$4,500.00	\$0.00	\$4,500.00
506	126.000	126.000	LF	TEMP SEDMT CONT FENCE (INSTALL)	\$2.50	\$2.50	\$315.00	\$0.00	\$315.00
506	126.000	126.000	LF	TEMP SEDMT CONT FENCE (REMOVE)	\$1.00	\$1.00	\$126.00	\$0.00	\$126.00
529	2702.000	2702.000	LF	CONC CURB AND GUTTER (TY A)(BARRIER)	\$7.80	\$7.80	\$21,075.60	\$0.00	\$21,075.60
530	205.000	205.000	SY	DRIVEWAYS (TY PRB 1)	\$22.00	\$22.00	\$4,510.00	\$0.00	\$4,510.00
560	18.000	0.000	EA	MAILBOXES (SINGLE)	\$125.00	\$125.00	\$2,250.00	-\$2,250.00	\$0.00
644	9.000	9.000	EA	SMALL RDSG SGN ASSM (TY A)	\$175.00	\$175.00	\$1,575.00	\$0.00	\$1,575.00
760	946.800	0.000	LF	CLEAN AND RESHAPE DITCHES (ROAD SIDE)	\$2.50	\$2.50	\$2,367.00	-\$2,367.00	\$0.00
2001	4264.000	4264.000	SY	EN-1 TREAT FLEXBASE (DC) (8")	\$1.00	\$1.00	\$4,264.00	\$0.00	\$4,264.00
2001	28.720	28.720	SY	EN-1 ROADBOND (771CY)	\$65.00	\$65.00	\$1,866.80	\$0.00	\$1,866.80
LOS ENCINOS 2 SUBDIVISION PAVING SUB-SUB-TOTAL							\$140,161.34	-\$8,105.44	\$132,055.90
(906) DRAINAGE									
464	96.000	40.000	LF	RC PIPE (CL III)(18")	\$30.00	\$30.00	\$2,880.00	-\$1,680.00	\$1,200.00
467	4.000	2.000	EA	SET (TY II)(18")(RCP)(1:6)	\$700.00	\$700.00	\$2,800.00	-\$1,400.00	\$1,400.00
472	48.000	24.000	LF	REMOVE EXIST CULVERT PIPE	\$3.00	\$3.00	\$144.00	-\$72.00	\$72.00
480	4.000	2.000	EA	REMOVE CULVERT S.E.T.	\$100.00	\$100.00	\$400.00	-\$200.00	\$200.00
LOS ENCINOS 2 SUBDIVISION DRAINAGE SUB-SUB-TOTAL							\$6,224.00	-\$3,352.00	\$2,872.00
LOS ENCINOS 2 SUBDIVISION SUB-TOTAL							\$146,385.34	-\$11,457.44	\$134,927.90
LOS ENCINOS 1 & 2 SUBDIVISION(S) PROJECT TOTAL							\$207,184.80	-\$14,823.85	\$192,360.95

AI-17504

25.H.1.

**Approval of Final Construction Contract- Basham Subdivision No. 18-3rd call BCAP
CC REGULAR**

Date: 09/22/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Presentation for approval of final construction contract (CC previously approved to award on 08-25-09) for C-CAP-09-286-08-25 Road & Drainage Construction for Basham Subdivision No. 18 between Hidalgo County and Total Commitment, LLC in the amount of \$104,309.12.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: Javier Hinojosa Engineering

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1312-431-00-123-082-0-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 9/17/09 is \$134,302.85.

Attachments

Link: [basham contract 17504](#)

Link: [basham ai req 17504](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	09/17/2009 12:33 PM	APRV
2		Budget & Management	Erika Zamora	09/17/2009 12:52 PM	APRV
3		Perla Lopez	Perla Lopez	09/17/2009 01:25 PM	APRV
4		Auditor's Office	Linda Fong	09/18/2009 01:21 PM	APRV
Form Started By: Yvette Islas				Started On: 09/15/2009 10:38 AM	

Final Approval Date: 09/18/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-CAP-09-286-08-25**

This Agreement, entered into this 25th day of **August**, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, **Total Commitment, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

BASHAM SUBDIVISION NO. 18

Hereinafter called the project, for the sum of **One Hundred Four Thousand Three Hundred Nine Dollars and Twelve Cents (\$104,309.12)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, August 25, 2009.

CONTRACTOR: [Signature]
Print Name & Title: Pedro A. Gutierrez Jr. Member
Name of Firm: Total Commitment, LLC
Address: 11435 N. Bryan Road
Mission, Texas 78573
Fed I.D. #/SS #: 84-1657330

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 4th day of September 2009, by Pedro Gutierrez Member of and on behalf of Total Commitment, LLC.
(Name & Title) (A corporation)

[Signature]
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504



BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge

Yvette Islas

ai#
17504

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, September 15, 2009 9:37 AM
To: Yvette, Purchaser
Cc: Katia (Auditors); Marcie Jackson; Norma Ceballos ; 'Eralio Palacios'; M-I-N-G-O; 'Humberto Garza'
Subject: CC Agenda Item - Final Negotiated Construction Contracts
Attachments: contract esperanza.PDF; contract basham no 18 .PDF

Yvette, please place the following item on CC agenda for Tuesday 22nd September 2009:

Approval of final negotiated contract for Precinct 3 – 3rd Call Border Colonias Project: Basham Subdivision #18
(CSJ: 3C1080082)

Contractor: Total Commitment, LLC; Mission, TX
Project Engineer: Javier Hinojosa Engineering, Inc.
Account: 9-1311-431-00-123-082-0-731 & 733


Approval of final negotiated contract for Precinct 2 – 3rd Call Border Colonias Project: Esperanza Estates
Subdivision (CSJ: 3C1080262)

Contractor: Total Commitment, LLC; Mission, TX
Project Engineer: DOS Logistic, Inc.
Account: 9-1311-431-00-123-262-0-731 & 733

Please see attachments and check contract numbers.
Thanks,

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

 Please refrain from printing this email unless completely necessary. Go Green!

AI-17444

25.I.1.

**Authority to purchase - One New Crime Evidence Collection Vehicle
CC REGULAR**

Date: 09/22/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to purchase through Hidalgo County's membership and participation with TASB/Buyboard Cooperative Purchasing Program (Contract No. 281-07) awarded vendor Philpott Motors for "Hidalgo County Sheriff's Office - One New Crime Evidence Collection Vehicle" with all necessary equipment and/or accessories (as developed and requested by Hidalgo County Sheriff's Department) in the amount of \$267,820.09 which includes Buy-board fees-Project No. 2009-370-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 09-1284-421-00-280-062-0-741
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Available balance as of 9-17-09 \$48,905.50

FISCAL YEAR: 2009 **ACCT. #:** 9-1301-421-00-280-062-0-XXX
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Available balance as of 9-17-09
Object Code Balance
611 \$ 6,548.90
664 \$ 3,600.00
741 \$204,900.00
748 \$ 6,500.00

Attachments

Link: [Backup from Buyboard](#)
Link: [Expenditure Report-Sage](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1		Purchasing Department Marty Salazar	09/17/2009 12:24 PM	APRV

2	Budget & Management	Erika Zamora	09/17/2009 12:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/18/2009 07:30 AM	APRV
4	Auditor's Office	Linda Fong	09/18/2009 01:24 PM	APRV

Form Started By: Elena Gomez

Started On: 09/10/2009 04:22
PM

Final Approval Date: 09/18/2009

TurnKey (741)

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY

Philpott Rep: ALAN WILEY

Contact: LT. RICHARD OZUNA

Date: 8-Sep-09

Product Description: FORD F550 CAB/CHASSIS

A. Bid Series: 21 **A. Base Price:** \$ 20,289.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	4X2 60"CA 6.8L V10 GAS MANUAL	STD		AM-FM RADIO	INCL
44T	5-SPEED AUTOMATIC	\$ 1,099.00		RUBBER FLOORS	INCL
X8L	LIMITED SLIP AXLE			DUAL REAR WHEELS	INCL
F5H-20	2010 4X4 UPGRADE	\$ 8,695.00		POWER STEERING	INCL
	17,950 GVWR WITH 120"CA	INCL	96X	XL PLUS PACKAGE	\$ 679.00
	MANUAL TRANSFER CASE	INCL		TILT/CRUISE	INCL
	AIR CONDITIONING	INCL		AM-FM CD	INCL
	FLOOR PLAN-LOT INSURANCE	INCL	90L	POWER WINDOS-LOCKS	\$ 796.00
GS	CLOTH BUCKET SEATS	\$ 483.00	213	4X4 SHIFT ON THE FLY	\$ 173.00
512	SPARE TIRE AND WHEEL	\$ 328.00	18B	6" ANGULAR BLACK STEP BARS	\$ 300.00
17F	XL DÉCOR GROUP	\$ 169.00		ACS COMMAND CENTER	\$ 94,897.00
68M	19,500 GVWR UPGRADE	\$ 1,082.00		TWO (2) SPECIAL UNIVERSAL	\$ 48,910.00
67X	EXTRA HD SUSPENSION	\$ 117.00		MOBILE VEHICLE PACKAGES	\$ 48,910.00

Total of B. Published Options: \$ 206,638.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 17.8 %

Options	Bid Price	Options	Bid Price
ESTIMATED VEHICLE COMPLETION DATE IN 150-180 DAYS	NOTE	SIRCHIE EVIDENCE COLLECTION	\$ 23,691.00
	NOTE	CONVERSION PACKAGE	INCL
		SIRCHIE MCL-5500-20-C ADDITIONAL	\$ 12,427.59
HIDALGO COUNTY SHERIFF'S DEPT. TO PICK UP TRUCK IN MEDFORD NEW JERSEY WHEN READY	NOTE	OPTIONS EQUIPMENT PACKAGE	INCL
	NOTE	SIRCHIE MCL-5500-10C ADDITIONAL	\$ 4,374.50
	NOTE	OPTIONS EQUIPMENT PACKAGE	INCL
PHILPOTT MOTORS WILL SEND RED TEMPORARY LICENSE PLATE TAG TO HIDALGO COUNTY PRIOR TO THEIR TRIP TO MEDFORD, NEW JERSEY	NOTE		

Total of C. Unpublished Options: \$ 40,493.09

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ \$.93/mile \$ -

F. Total of A + B + C + D + E = F \$ 267,420.09

G. Quantity Ordered 1 x F = \$ 267,420.09

H. BUYBOARD Administrative Fee \$400.00 PER PURCHASE ORDER \$ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 267,820.09

Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Philpott Motors Ltd.**Address:** 1400 US Highway 69
Nederland, TX 77627**Phone:** (888) 858-7801**Contact:** Alan Wiley**Email:** awiley0845@aol.com**Website:** www.philpottmotors.com/**Federal ID:** 76-0608365**Accepts RFQs:** Yes**Contract:** Vehicles #281-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Fee Schedule:** Purchase order fee of \$400 will apply & be collected by dealer.**Payment Terms:** Net 30**Delivery Days:** 120**Shipping Terms:** Freight prepaid by vendor**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Quote Reference Number:**

281-07

Regions Served: All Texas Regions**States Served:** All States**Additional Information:** Purchase order fee of \$400 will apply & be collected by dealer. All purchase orders sent to Philpott Motors must include a Written Philpott Motors Quote that matches the amount on the purchase order. Please call, fax, or e-mail your vehicle specs and a official quote will be sent to you.[\[Log Out \]](#)©1996 - 2009 TASB
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ADDITIONAL OPTIONAL EQUIPMENT

SIRCHIE PRODUCTS

MCL-5500-20-C

HIDALGO COUNTY SHERIFF'S OFFICE

QTY	MODEL #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	MNR100	Master Number Restoration Kit	\$ 140.25	\$ 280.50
1	DOC1000	Durocast Impression Compound Kit	\$ 93.07	\$ 93.07
2	SNC100	Master Shake-N-Cast Impression Kit	\$ 201.36	\$ 402.72
2	LTF100	Laser Trajectory Finder Kit	\$ 217.60	\$ 435.20
4	LTF100S	Photo Laser Smoke Aerosol Can 8 oz.	\$ 11.21	\$ 44.84
2	BM6009	Heavy Duty Ti-pod for Laser	\$ 39.96	\$ 79.92
2	UPS100	Universal Evidence Photo Stand	\$ 199.60	\$ 399.20
1	FX8B	Forensic Optical Comparator 110V	\$ 1,750.50	\$1,750.50
2	MMSK1000	Master Measuring Scales Kit	\$ 246.15	\$ 492.30
2	PVS200	All Purpose Evidence Recovery Kit	\$ 179.55	\$ 359.10
1	FX9XL	Color Forensic Video Magnifier	\$ 1,169.10	\$1,169.10
2	ESP900	Electrostatic Dust Print Lifter	\$ 495.20	\$ 990.40
2	MMX300	Mega Maxx 3-Watt Alternate Light	\$ 956.00	\$1,912.00
6	BV100	Blue View Gunpowder Particle	\$ 79.60	\$ 477.60
4	EFR200	Big Numeral Tri-Fold Reference	\$ 7.80	\$ 31.20
4	313M	Professional Folding Magnifier	\$ 16.46	\$ 65.84
2	ESP909	Evidence Box. Lifting Mat 39" x 27" x 1" 10 pk.	\$ 44.96	\$ 89.92
10	HCB100	Zip-Mix Casting Combo (4.4 lbs. Material 32 oz. Solution)	\$ 20.76	\$ 207.60
2	FCF100	Adjustable Casting Frame 7 1/4" x 12" to 18"	\$ 13.20	\$ 26.40
2	FCF200	Adjustable Casting Frame 12" x 18" to 24"	\$ 19.60	\$ 39.20
10	ECL100	Evidence Collection Lifters w/backers	\$ 17.96	\$ 179.60
2	ERB004	Rifle Boxes 25 pkg.	\$ 43.16	\$ 86.32
2	ECB001G	Gun Evidence Boxes 25 pk.	\$ 29.00	\$ 58.00
4	ECB002	Small Evidence Boxes	\$ 22.00	\$ 88.00
2	PMNS60	Postmortem Record Strip Holder	\$ 10.69	\$ 21.38
2	FC543R5	Right hand Record Strip w/ Adhesive back 500 pk.	\$ 34.88	\$ 69.76

ADDITIONAL OPTIONAL EQUIPMENT**SIRCHIE SOLE SOURCE PRODUCTS****MCL-5500-20-C****HIDALGO COUNTY SHERIFF'S OFFICE**

QTY	MODEL #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	FC543L5	Left hand Record Strip w/ Adhesive back 500 pk.	\$ 34.88	\$ 69.76
2	FPB100CM	Printmatic Ceramic Fingerprint Taking Binder	\$ 60.87	\$ 121.74
2	FEL696A	Search Clamp-On fingerprint	\$ 22.36	\$ 44.72
2	PIP100	Printmatic Porelon Ink Roller	\$ 25.13	\$ 50.26
6	PMP1002	Mini Porelon Pad	\$ 9.20	\$ 55.20
6	EZID400	EZID Footwear Impression System1	\$ 55.65	\$ 333.90
2	LV5011	Amido Black 100g	\$ 29.21	\$ 58.42
2	CNA2001	The Finger Cyanoacrylate Packets	\$ 44.64	\$ 89.28
2	CNA103	Omega-Print Fingerprint Developer	\$ 37.13	\$ 74.26
2	CNA106	Omega-Print Disposable Fuming Trays	\$ 6.60	\$ 13.20
2	639HCB	Hard Core Tire & Footprint Casting Kit	\$ 245.20	\$ 490.40
1	AEC03	Solid Material Evidence Collection Containers	\$ 94.80	\$ 94.80
1	AEC02	Solid Material Evidence Collection Containers	\$ 41.00	\$ 41.00
2	AEC01	Solid Material Evidence Collection Containers	\$ 25.20	\$ 50.40
2	AEC00	Solid Material Evidence Collection Containers	\$ 18.00	\$ 36.00
2	CSSP100K	Crime Scene Stepping Pads	\$ 420.75	\$ 841.50
2	EVFY100	Evidence Marking Flags	\$ 11.66	\$ 23.32
6	PIM600	Photography ID Markers	\$ 14.96	\$ 89.76

TOTAL COST:**\$12,427.59**

**ADDITIONAL OPTIONAL EQUIPMENT
COMMERCIALLY AVAILABLE ITEMS
MCL-5500-10C
HIDALGO COUNTY SHERIFF'S OFFICE**

QTY	MODEL #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	EDM250	Combo Pro Distance Measuring Tool	\$ 103.16	\$ 206.32
2	DBS3	Debris Sifting Screens	\$ 123.75	\$ 247.50
1	PEN15	Crime/Accident Photo Evidence Numbers 1-15	\$ 39.96	\$ 39.96
1	PEN1650	Crime/Accident Photo Evidence Numbers 16-50	\$ 95.60	\$ 95.60
1	PEN5199	Crime/Accident Photo Evidence Numbers 51-99	\$ 156.80	\$ 156.80
1	CSTC18V	Photo Locator Cones 1-8	\$ 25.16	\$ 25.16
1	CSTC916V	Photo Locator Cones 9-16	\$ 26.55	\$ 26.55
1	796EC12	Impulse Evidence Bag Sealer	\$ 244.77	\$ 244.77
2	RMT03	Single Wheel 3 ft Circumference	\$ 84.15	\$ 168.30
2	SK701	Tape Measure 300 ft.	\$ 39.71	\$ 79.42
4	PPS700	Big Numeral Straight reference Scales 12" Horizontal/Vertical 5 pk.	\$ 5.85	\$ 23.40
4	DC32	SaniZide Plus Disinfectant Cleaner	\$ 13.27	\$ 53.08
4	AH16	SaniWash Antimicrobial Handwash	\$ 13.27	\$ 53.08
4	DRM001	Dust Respirator/Mask	\$ 23.96	\$ 95.84
20	TYV201	Disposable Protective High-Top Boots	\$ 3.16	\$ 63.20
6	AT100	BioShield Personal Antimicrobial Towelettes 100 pk.	\$ 89.96	\$ 539.76
48	ABC4	Antiseptic Bio-Hand Cleaner waterless hand sanitizer	\$ 4.55	\$ 218.40
4	EG32	Evidence Grabber	\$ 19.16	\$ 76.64
6	KCP13810	Disposable Scalpel	\$ 14.36	\$ 86.16
4	GL000	Carbide Tip Scriber	\$ 10.60	\$ 42.40
2	UNSTK100	Adhesive Remover	\$ 6.32	\$ 12.64
6	EIL15R	Biohazard-Hazard ID 1" x 3"	\$ 6.13	\$ 36.78
2	KCP2545C	Swab Box, Vented, Blank 500 pk.	\$ 189.45	\$ 378.90
3	KCP247C	Sterile Water 3ml Vial	\$ 29.71	\$ 89.13
2	CP500	Cap-Shure Sterile Forensic Evidence Collection Swabs 500 pk.	\$ 360.00	\$ 720.00
2	ET100	Releasable Evidence Ties (Nylon)	\$ 12.76	\$ 25.52
2	BP5	Barrier Posts	\$ 14.21	\$ 28.42

**ADDITIONAL OPTIONAL EQUIPMENT
COMMERCIALY AVAILABLE ITEMS
MCL-5500-10C
HIDALGO COUNTY SHERIFF'S OFFICE**

2	LM300	Super Tool	\$	67.50	\$	135.00
1	FPT1M	Super Cleaner Towelettes 1000 ea.	\$	83.97	\$	83.97
1	HRM100	Permanent-Type Recovery Magnet	\$	269.50	\$	269.50
1	HRM200	Carrying Case for Magnet w/rope	\$	52.50	\$	52.50

TOTAL COST:

\$4,374.50

Elena Gomez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 27, 2009 10:31 AM
To: richard.ozuna@hidalgo.org
Cc: 'Elena Gomez'
Subject: FW: [TxPPA] Urgent Help
Attachments: SOUTHLAKE E3F CSI Crime Scene Van 08-7-09.xls

Good Morning Lt. Ozuna:

In addition to this resource, it appears we have located two additional resources for this type of vehicle. Elena will be asking for information purposes only for quotes on the same exact specifications drawn up by you with Sirchie. Let's see what materializes. Please feel free to contact Philpott motors.

Marty

From: Timothy Slifka [mailto:tslifka@ci.southlake.tx.us]
Sent: Friday, August 21, 2009 4:09 PM
To: cris.villarreal@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Subject: RE: [TxPPA] Urgent Help

Martha and Cris,

Richard Hyder at Philpott motors has put together a Crime Scene truck for the City of Arlington and he has provided us with a quote for one. He may be a good contact for you. The quote was based on HGAC pricing. I spoke with him on the phone and he was going to start looking for other vendors also. He has used Sirchie in the past.

Richard Hyder 1-888-973-5338 ext 1048 Philpott Motors

Hope the info will help.

Tim

Timothy Slifka
Purchasing Manager
City of Southlake
1400 Main Street Suite 440
Southlake, Texas 76092
817-748-8312
817-748-8048 Fax
tslifka@ci.southlake.tx.us

From: Martha Salazar [mailto:purchasingcppb@hotmail.com]
Sent: Friday, August 21, 2009 3:51 PM
To: TxPPA
Subject: [TxPPA] Urgent Help

Message from: purchasingcppb@hotmail.com

Run Date 09/16/09 09:39 AM
 For 01/01/09 - 01/31/10
 Periods 01 - 13

Hidalgo County
 Expenditure Summary Report

Page No 1
 EJEXS01A

Standard Report Format 1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1284 DESIGNATED PURPOSE GRANTS LVL 4						
9-1284-421-00-280-062-0-741 USDA 2008 LOAN-SHERIFF-VEHICLES	140,765.50	91,860.00	.00	.00	48,905.50	65.26
1284 DESIGNATED PURPOSE GRANTS LVL 4	140,765.50	91,860.00	.00	.00	48,905.50	65.26
1301 CAPITAL OUTLAY FUND						
9-1301-421-00-280-062-0-611 USDA 2008 LOAN-SHERIFF-POLICE SUPPLIES	10,000.00	3,451.10	.00	.00	6,548.90	34.51
9-1301-421-00-280-062-0-664 USDA 2008 LOAN-SHERIFF-OTHER MINOR EQUIP	3,600.00	.00	.00	.00	3,600.00	.00
9-1301-421-00-280-062-0-741 USDA 2008 LOAN-SHERIFF-VEHICLES	204,900.00	.00	.00	.00	204,900.00	.00
9-1301-421-00-280-062-0-748 USDA 2008 LOAN-SHERIFF-OTHER EQUIPMENT	6,500.00	.00	.00	.00	6,500.00	.00
1301 CAPITAL OUTLAY FUND	225,000.00	3,451.10	.00	.00	221,548.90	1.53
9 YEAR	365,765.50	95,311.10	.00	.00	270,454.40	26.06