AI-18169 **6.D.**

State of TX. & Hidalgo County v. EKS Investments, LLC

CC REGULAR

Date:	10/27/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

CCD-0009-A: State of Texas & Hidalgo County v. EKS Investment, LLC.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 10:10 AM	APRV
2	Auditor's Office	Linda Fong	10/23/2009 02:13 PM	APRV
3	Purchasing Department	Marty Salazar	10/23/2009 02:26 PM	APRV

Form Started By: Angela Garcia — Started On: 10/22/2009 09:23 AM

Final Approval Date: 10/23/2009

AI-18170 **7.D.**

State of TX & Hidalgo County v. EKS Investment

CC REGULAR

Date:	10/27/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

CCD-0009-A: State of Texas & Hidalgo County v. EKS Investments, LLC.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 10:09 AM	APRV
2	Auditor's Office	Linda Fong	10/23/2009 02:13 PM	APRV
3	Purchasing Department	Marty Salazar	10/23/2009 02:26 PM	APRV
Form Started By: Angela Garcia			Started On: 10/22/2009 09:30 AM	
Final Approval Date: 10/23/2009				

AI-18130 **10.B.**

Amendment to 381 Development Agreement

CC REGULAR

Date:	10/27/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval of Amendment to the Chapter 381 Development Agreement with EIA Properties, LTD., Stag Holdings, LTD., Ben F. Vaughan III and Frost National Bank as Co-Trustees of GTD Trusts No. 2 for Genevieve and Ben F. Vaughan, III

BACKGROUND

Agreement approved by Commissioners' Court on 12/16/08.

Fiscal Impact

Attachments

Link: Amendment

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 01:30 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 10:09 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Erika Reyna			Started On: 10/21/2009 10:52 AM	
Final Approval Date: 10/23/2009				

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND EIA PROPERTIES, LTD., STAG HOLDINGS, LTD., BEN F. VAUGHAN III AND FROST NATIONAL BANK AS CO-TRUSTEES OF GTD TRUSTS NO. 2 FOR GENEVIEVE AND BEN F. VAUGHAN III

This AMENDMENT TO CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT dated December 16, 2008 BY AND BETWEEN **HIDALGO COUNTY, TEXAS** ("County") and **EIA PROPERTIES, LTD., STAG HOLDINGS, LTD., BEN F. VAUGHAN III AND FROST NATIONAL BANK AS CO-TRUSTEES OF GTD TRUSTS NO. 2 FOR GENEVIEVE AND BEN F. VAUGHAN III** (collectively the "Owners").

WHEREAS, the County adopted Chapter 381 program guidelines, authorizing the County to make certain Economic Development Grants to the Owners in recognition of positive economic benefits which will accrue to the County and Owners,

WHEREAS, the County desired to offer incentives to the Owners over a period of time which will enable the Owners to develop the property,

WHEREAS, the Original Agreement contains various scrivener's errors and the Owners desire to correct these scrivener's errors. The first error is a scrivener's error in where the word "owners" should be a capital "O" and include an apostrophe "s". The second error, the word Owner should be plural "Owners". In the third correction includes a number taken from the wrong line in Exhibit B. The number in the current Agreement is the present value of the Soft Cost of the project. The correct number should be the Total Cost, which is the present value number multiplied by the number of years, and an inflation factor. This number is in Exhibit B on the line directly above the present value of the Soft Cost. In the drafting, the wrong line was incorrectly included. The forth error includes quotation marks in the place of parenthesis. The fifth error corrects a grammatically incorrect sentence. And, the sixth error, includes a comma that was omitted before the word "elected official" and change "beneficiaries" to "beneficiary".

WHEREAS, now the Owners and the County desire to correct errors in the Agreement provided by the Owners,

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Owners hereby agree to the following amendment to the Agreement.

1. The last sentence of Section 2, Page 2, of the Agreement shall be deleted in its entirety and the following sentence shall be inserted in lieu thereof:

> Definitions 2.8 "Designated Successors and Assigns" Upon such assignment, County will look solely to the assignee for post assignment performance of Owner's obligation pertaining to the part of the property assigned.

2. The second and third sentences of Section 4, Page 7, of the Agreement shall be deleted in their entirety and the following sentences shall be inserted in lieu thereof:

> Rights and Obligations of the County 4.3 County and Obligations. With respect to the Owner's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the Owners shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the Soft Costs exceed $72,053,210. The County is not obligated above and beyond what is actually collected as tax increment funds.

3. Section 10, Page 11, of the Agreement, shall be deleted in its entirety and the following paragraph shall be inserted in lieu thereof:

> Miscellaneous Provisions 10.7 Termination. If the Owners elect not to proceed with all or part of the development of the Project as contemplated by this Agreement, the Owners will notify the County in writing, and this Agreement and the obligations of all Parties will be terminated (prorata or entirely as the case may be) and of no further force or effect as of the date of such notice.

4. The last sentence in Section 10, Pages 11 and 12 of the Agreement shall be deleted in its entirety and the following shall be inserted in lieu thereof:

> Miscellaneous Provisions 10.8 Access to Financial Information. The County shall have the right to withhold or delay payments to the Tax Increment Fund until it has received the financial report from the Owners. The County shall not incur any penalties or interest for

withheld or delayed payments if the financial and business records are not submitted.

5. The last sentence in Section 10, Page 14, of the Agreement shall be deleted in its entirety and the following sentence shall be inserted in lieu thereof:

> Miscellaneous Provisions 10.17 Successors. This Agreement does not create any personal liability on the part of any trustee, beneficiary, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

6. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Owner's and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

OWNERS:

EIA PROPERTIES, LTD.
By: EIA MANAGEMENT, LLC
Its general partner

_____
Name:_____
Date:_____

STAG HOLDINGS, LTD.
By: STAG GP, LLC
Its general partner

_____
Name:_____
Date:_____

BEN VAUGHAN III
Co-Trustee of GTD Trusts No. 2

_____
Date:_____

FROST NATIONAL BANK
Co-Trustee of GTD Trusts No. 2

_____
John Schmedemann

Date:_____

COUNTY:

THE COUNTY OF HIDALGO, TEXAS,

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN
HIDALGO COUNTY
AND
EIA PROPERTIES LTD., STAG HOLDINGS LTD., BEN F. VAUGHAN III AND FROST NATIONAL BANK AS CO-TRUSTEES OF GTD TRUSTS NO. 2 FOR GENEVIEVE AND BEN F. VAUGHAN III

This Chapter 381 Economic Development Agreement (this "*Agreement*") is entered into between **EIA Properties Ltd., Stag Holdings Ltd., Ben F. Vaughan III and Frost National Bank as Co-Trustees of GTD Trusts No. 2 for Genevieve and Ben F. Vaughan,** their successors and assigns (collectively the "*Owners*"), the **County of Hidalgo, Texas,** a political subdivision (the "*County*"). The Owners and County may be referred to jointly herein as "the Parties" and individually as a "Party."

RECITALS

WHEREAS, the County has adopted a Chapter 381 Program Guidelines, authorizing the County to make certain economic development grants to the Owners in recognition of the positive economic benefits which will accrue to the County and Owners regarding the Owners 4,975.53 acres of land, (the "Property") which is located in the County, as more particularly described on the attached **Exhibit "A"**; and

WHEREAS, the County desires to offer incentives to the Owners over a period of time which will enable the Owners to develop the Property as an integrated, planned project ("*Project*"); and

WHEREAS, the County believes that the Project will contribute to the economic development of the County by generating employment, increasing the tax base and other economic and social benefits to the County;

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Owners agree as follows:

1.
Authority

The County's execution of this Agreement is authorized by Chapter 381, *Texas Local Government Code,* and by the Order and constitutes a valid and binding obligation of the County, subject to the conditions precedent as stated herein. The Owners' execution and performance of this Agreement constitutes a valid and binding obligation of Owners. The County

acknowledges that the Owners are acting in reliance upon the County's performance of its obligations under this Agreement in making the County's decision to commit substantial resources and money to develop the Property and Owners acknowledge that County is acting in reliance upon Owners' full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

2.
Definitions

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. County may accept substantial compliance in lieu of full compliance by waiving such act of default in writing.

2.2 "*Ad Valorem* Tax Base Line Year" means the year 2009.

2.3 "*Ad Valorem* Tax Effective Date" means January 1st of the first calendar year following the date of Initial Completion.

2.4 "*Ad Valorem* Tax Revenues" means the amount of property taxes collected by the County on the Property, including any improvements, a portion of which will be repaid to Owners in the form of Chapter 381 Payments, as defined below.

2.5 "Assessed Taxable Value" means *ad valorem* tax values set annually by the Hidalgo County Appraisal District for real property and improvements on the Property and does not include on-site business personal property.

2.6 "Captured Appraised Value" means the total appraised value in a given year of all real property taxable by the County and located within the Property for that year less the total appraised value of the Property in 2009, the Ad Valorem Tax Base Year.

2.7 "Chapter 381 Payment(s)" means the amount(s) paid by the County to the Owners under this Agreement.

2.8 "Designated Successors and Assigns" shall mean an entity to which Owners assign (in writing) their rights and obligations contained in this Agreement. Owners may assign all or a part of their rights and obligations under this Agreement to a third party without prior written approval of the County. Upon such assignment, County will look solely to the assignee for post assignment performance of owners obligations pertaining to the part of the property assigned.

2.9 "Effective Date" means the date this Agreement has been signed by all Parties.

2.10 **"Force Majeure"** means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impair the Party's ability to perform any act required under this Agreement.

2.11 **"Hard Costs"** means actual costs of construction and materials (including land acquisition costs for the Public Improvements and any offsite easements needed for construction of the Public Improvements) incurred by Owners for the Public Improvements.

2.12 **"Increased *Ad Valorem* Tax Revenues"** means for any given calendar year the *Ad Valorem* Tax Revenue minus the ad valorem taxes that would have been collected by the County for that year based on the Assessed Taxable Value on January 1, 2009.

2.13 **"Initial Chapter 381 Payment"** means the first Chapter 381 Payment. The Initial Chapter 381 Payment shall not be due and payable until the Initial Completion of any Public Improvement. No Chapter 381 Payments shall be payable to Owners at any time during this Agreement except as reimbursement for Substantially Completed Public Improvements.

2.14 **"Initial Completion"** means the first calendar year after the Substantial Completion of any Public Improvement.

2.15 **"Insolvent"** means failure to timely pay debts in the ordinary course of business or cannot pay all debts when and as they become due, or is insolvent within the meaning of the federal bankruptcy law.

2.16 **"Maintenance and Operation Tax"** means the portion of the County tax rate attributable to and covering general maintenance and operating expenses and specifically excludes any interest and sinking fund components which cover any long term debt or other long term debt obligation.

2.17 **"Maximum Reimbursement Amount"** means the actual Hard Costs and Soft Costs incurred by the Owners for construction of the Public Improvements; provided, however the sum of Hard Costs and Soft Costs shall not exceed a combined total of $545,463,361. The Parties hereby acknowledge and agree that the dollar amounts allocated to each line item and category shown on **Exhibit "B"** attached hereto are estimates only and Owners shall have the right to re-allocate the dollar amounts between the line items and categories, so long as the Maximum Reimbursement Amount is not exceeded.

2.18 **"Owners"** means collectively **EIA Properties Ltd., Stag Holdings Ltd., Ben F. Vaughan III and Frost National Bank as Co-Trustees of GTD Trusts No. 2 for Genevieve and Ben F. Vaughan**, their successors and assigns.

2.19 **"Program"** means the economic development program established by the County as authorized by Chapter 381, *Texas Local Government Code,* to promote local economic development and stimulate business and commercial activity within the County.

2.20 **"Project"** means Owners' planned development of approximately 4,975.53 acres, more particularly described on **Exhibit "C"** attached hereto.

2.21 **"Project Costs" means both the Hard Costs and the Soft Costs related to the Project.**

2.22 **"Public Improvements"** means collectively the (i) the public roadway improvements, including lighting and sidewalks, curbs and gutters; (ii) public sanitary sewer collection system Improvements, including lift stations, and force mains; (iii) water distribution system improvements, including booster pump stations, ground storage tanks, and elevated storage tanks; (iv) water wells and water treatment plant improvements; (v) wastewater treatment plant improvements, including water rights from the Rio Grande River; (vi) the public drainage improvements, including required onsite and offsite detention facilities; (vii) the landscaping and irrigation iImprovements; (viii) public parks; and (ix) upgraded street lighting, all as listed in **Exhibit "B"**, attached hereto.

2.23 **"Property"** means the 4,975.53 acres of real property described in Exhibit "A".

2.24 **"Soft Costs"** mean costs incurred by Owners for engineering, surveying, platting, design, fiscal security, insurance, permits, inspection fees, legal fees, and all other costs associated with construction of the Public Improvements which are not included in the Hard Costs.

2.25 **"Substantial Completion"** means that: (1) the Public Improvements are open for use by the public and accepted by the County, and (2) the County has approved the Public Improvements as a Public Improvement listed in Exhibit "B", above.

2.26 **"Tax Increment Base"** means the total appraised value of all real property taxable by the county and located within the Property as of January 1, 2009.

2.27 **"Tax Increment Fund"** means the tax increment fund created by the County for the deposit of Tax Increments pursuant to this Agreement and applicable law.

2.28 **"Term of Years"** means a thirty (30) year period starting with the Effective Date and continuing for each consecutive year through the end of 30th year.

3.
Term

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of (a) 30 years after the Effective Date; (b) upon receipt by the Owners of payments made by the County of the Maximum Reimbursement Amount; or (c) upon termination as provided for herein, whichever occurs first. Upon expiration or termination of this Agreement and all reimbursements required to be made hereunder have been made, any money remaining in the Tax Increment Fund shall be paid to the County.

4.
Rights and Obligations of the County

4.1 Tax Increment participation by the County

4.1.1 Subject to the limitations set out in this Agreement, the County agrees to participate in this Agreement by contributing to the Tax Increment Fund an amount equal to 50% of the revenue generated from its Maintenance and Operation Tax Rate (M&O tax rate) as assessed and collected on the tax increment for the respective tax year. For the purpose of this Agreement the M&O tax rate shall be calculated as set forth in this Agreement. In no event shall the County's contribution to the Tax Increment Fund be greater than $545,463,361, over the life of this Agreement.

4.1.2 The Parties hereto agree that the County's contribution to the Tax Increment Fund shall be used to fund the Public Improvements including construction of public infrastructure improvements to support the development and revitalization efforts within the Property. The County's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of $545,463,361, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the County's fiscal year 2039 (ending on December, 2039), whichever occurs first. The County's continued contribution to the Tax Increment Fund is conditioned upon the Owners' continuing and full compliance with the terms and conditions of this Development Agreement and in the event the Owners' are not in compliance with the Development Agreement, the County may withhold its contributions without incurring penalty or interest.

4.2 Tax Increment Payment

4.2.1 County's obligation to contribute Chapter 381 Payments to the Tax Increment Fund, as provided in this Agreement, shall only accrue when and if any Public Improvement is Substantially Complete. Once any Public Improvement has been reimbursed in full and no other Public Improvements are Substantially Complete, no Chapter 381 Payments shall be due and owing and all Increased Tax Revenues shall be retained by the County. The Chapter 381 Payments will be recommenced upon Substantial Completion of other Public Improvements but all Increased

Tax Revenues collected in the interim shall be retained by the County. The Parties hereto agree that all ad valorem property taxes collected each year by the County that are attributable to the Property shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. County agrees to deposit its first Tax Increment Payment to the Tax Increment Fund only upon the Substantial Completion of any Public Improvement . After Substantial Completion of any Public Improvement, the County agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the County's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the County be required to make payments pursuant to this Agreement with taxes attributable to periods after 2039.

4.2.2 In the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the County, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the County under this Agreement. The annual Captured Appraised Value for the Property shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Office's verification of collections in regards to the Property.

4.2.3 Any delinquent deposit by the County of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

"A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the County shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the County. Additionally, the County shall not owe any penalty or interest on Tax Increments if payments are delayed due to Force Majeure.

4.2.4 Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the County shall not have

any obligation or responsibility for any costs or expenses associated with the development of the Property, including, without limitation, any obligation to pay or repay any bond or other debt issued by any taxing entity related to the Property, or any other costs associated with the construction of the Public Improvements. Further, the County shall not be liable for the payment of any penalties or interest if the report required under Section 311.016 of the Texas Tax Code has not been made when due.

4.2.5 Notwithstanding anything herein to the contrary, the maximum amount of Tax Increment deposited in the Tax Increment Fund by the County shall not exceed the amount of taxes collected by the County in any of the years 2009 through 2039 at fifty percent (50%) of its County Maintenance and Operation (M&O) tax rate equal to $0.25955 per $100 valuation on the Captured Appraised Value. In the event that the County M&O tax rate is less than $0.5191 per $100 valuation on the captured appraised value during any of the years 2009 through 2039, then the maximum tax increment paid by the County into the Tax Increment Fund shall not exceed fifty percent (50%) of the total amount of taxes collected by the County at the actual M&O tax rate during the year the County tax rate is less than $0.5191 per $100 valuation. In the event that the County M&O tax rate is greater than $0.5191 per $100 valuation on the captured appraised value during any of the years 2009 through 2039, the County shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at fifty percent (50%) of the County's M&O contribution equal to a tax rate of $0.25955 per $100 valuation on the captured appraised value.

4.3 County Obligations.

Any and all costs incurred by the Owners are not, and shall never become, general obligations or debt of the County. With respect to the Owner's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the Owner shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the Soft Costs exceed $53,372,755. The County is not obligated above and beyond what is actually collected as tax increment funds. There shall also be no recourse against the County or any public official, if all or part of the Owner's contributions or costs are not reimbursed due to insufficient tax revenue. In the event the County incurs administrative costs related to the Project or Public Improvements, such costs may be reimbursed to the County from the Tax Increment Fund.

5.
Owners' Covenants, Warranties, Obligations and Duties

5.1 Separately, severely and not jointly, each Owner makes the following covenants and warranties to County, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by each Owner. Failure to comply with any one covenant or warranty shall constitute an Act of Default by each Owner.

5.1.1 The execution of this Agreement has been duly authorized by each Owner and each individual signing this Agreement is empowered to execute such Agreement and bind the Owners, said authorization, signing and binding effect is not in contravention of any law, rule or regulation, or of the provisions of Owners' by-laws, partnership agreement or other organizational documents, trust agreement or of any agreement or instrument to which Owners are parties or by which they may be bound.

5.1.2 No litigation or governmental proceeding is pending or, to the knowledge of Owners or any of their officers, threatened against or affecting Owners that may result in any material adverse change in Owners' business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

5.1.3 There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Owners have not been informed of any potential involuntary bankruptcy proceedings.

5.1.4 The funds herein granted shall be utilized solely for the purpose of offsetting the cost of Public Improvement as described herein.

5.1.5 Owners shall timely and fully comply with all of the terms and conditions of this Agreement and all applicable laws.

5.1.6 Owners shall have no obligation to construct any Public Improvement listed herein. However, if no Public Improvements are constructed, Owners shall not be entitled to any Chapter 381 Payments. Owners may retain all Chapter 381 Payments received even if no further Public Improvements are constructed.

6.
Phasing of Project

6.1 The Property shall be developed in multiple phases, and construction of Public Improvements may be constructed, or not, as determined by Owners. Notwithstanding any of

the other terms and conditions of this Agreement, Owners acknowledge that Owners will not receive the Initial Chapter 381 Payments until such time as any Public Improvement listed in **Exhibit "B"** is Substantially Complete. All Increased Ad Valorem Tax revenues accrued prior to the awarding of a contract for any Public Improvements shall remain with the County.

Owner agrees that design plans and specifications for all Public Improvements shall be submitted to the County for a 30 day review period prior to awarding of any bid. All contracts for all Public Improvements shall be bid pursuant to the Texas Competitive Bidding Act. All Public Improvements shall be constructed pursuant to and in conformance with any and all County and State laws, orders, regulations and codes.

7.
Suspension of Payments

7.1 County, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement with respect to any Owner and all future payment obligations shall at the election of the County cease upon any one of the following events, which are an Act of Default:

7.1.1 The appointment of a receiver of Owners, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

7.1.2 The adjudication of Owners as bankrupt.

7.1.3 The filing by Owners of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

8.
Parties Liability

8.1 Should Owners fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement such failure shall be an Act of Default by Owners and, if not cured and corrected within ninety (90) days after written notice to do so, County may cease making any further economic payments pursuant to this Agreement.

8.2 In the event of unforeseeable third party delays or Force Majeure and upon a reasonable showing by Owners that they have immediately and in good faith commenced and are diligently pursuing the correction, removal or abatement of such delays by using diligent, good faith efforts, County may consent to and excuse any such delays, which consent and excuse shall not be unreasonably withheld.

8.3 Any delay for a reasonable amount of time by County in providing notice of Default to Owner shall in no event be deemed or constitute a waiver of such Default by County of any of its rights and remedies available in law or in equity.

8.4 Any waiver granted by County to Owners of an Act of Default must be in writing and shall not be deemed or constitute a waiver of any other.

8.5 The Parties agree that, if so desired by the Parties, the County and the Owners may cooperate in the creation of a Tax Investment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code for the purpose of issuing debt and replacing the obligations set forth herein.

9.
County's Liability Limitations

Should County fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by County and County shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from Owners. Owners specifically agrees that County shall only be liable to Owners for the amount of the money grants it is required to convey to Owners and shall not be liable to Owners for any alleged or actual consequential damages. It is further specifically agreed that County shall only be required to pay the grant amounts solely out of the increased *Ad Valorem* Tax Revenues on this Project.

10.
Miscellaneous Provisions

10.1 **Changes in Law.** If, during the Term of this Agreement, State law applicable to *ad valorem* taxes changes and, as a result, the Chapter 381 Payments differ from the amount which would have been paid to Owners under the laws in effect as of the Effective Date, then the County, in its sole discretion, may adjust the Chapter 381 Payments utilizing whatever discretionary taxes and revenues are legally available to the County to be allocated to the Chapter 381 Payments. The foregoing does not require the County to use funds from sources which are not within the County's discretion to allocate to the Project in order to achieve the same economic benefits to both Parties, which would have resulted if the law had not changed. The County shall have no obligation under any circumstances to contribute any funds other than the actual Tax Increment collected by the County as provided in this Agreement. Irrespective of the above, the County will at no time in the future divert any Chapter 381 Payments due and payable under the terms of this Agreement and applicable law to any other person, entity or public or private organization, so long as Owners are in compliance with this Agreement.

10.2 **Complete Agreement/Amendment.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. The Property consists of three tracts which are owned separately by EIA Properties Ltd., Stag Holdings Ltd., and Ben F. Vaughan III and Frost National Bank as Co-Trustees of the GTD Trusts No. 2 for Genevieve and Ben F. Vaughan III. , said tracts being shown on **Exhibit**

"D", attached hereto. Tract 1 is owned by EIA Properties Ltd. Tract 2 is owned by Stag Holdings Ltd., and Tract 3 is owned by the GTD Trusts No. 2 for Genevieve and Ben F. Vaughan III. For purposes of this sub paragraph 10.2 "Complete Agreement/Amendment" and for purposes of subparagraph 10.7 "Termination" below, the term "Property" shall apply separately to each separate tract and each separate Owner. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the County and the then current Owners of the Property. In the event that the Property shall be owned by more than one Owner, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the County and the Owners of sixty percent (60%) of the land area of the Property; provided, however, that so long as Owners or their Designated Successors and Assigns have at least a ten percent (10%) Ownership interest in the Property, they shall be required to join in any cancellation, change, amendment or modification of this Agreement.

10.3 Mutual Assistance/Good Faith. The County and the Owners each agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same economic condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Property.

10.4 Representations and Warranties. The Parties represent warrant to one another that the Program and this Agreement are within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

10.5 Attorney's Fees. If any legal action or proceeding is commenced between the County and the Owners to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

10.6 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

10.7 Termination. If the Owners elect not to proceed with all or part of the development of the Project as contemplated by this Agreement, the Owners will notify the County in writing, and this Agreement and the obligations of all Parties will be terminated "prorata or entirely as the case may be" and of no further force or effect as of the date of such notice.

10.8 Access to Financial Information. During construction and until the completion of the Public Improvements, Owners agree to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the County. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the Project, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for the Project Costs.

The County shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report if financial and business records related to the Public Improvements from the Owners for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

10.9 Quarterly Certificates Related to Public Improvements. During construction and until the completion of the Public Improvements, the Owners shall submit quarterly reports, signed by the officer or appointed agent of the Owners and any applicable general contractor, to the County Auditor, as of a date certain: which certify that (i) the specific work on the Public Improvements that has been completed since the last quarterly report; (ii) the amount of money that the Owners have paid for completion of such work and that the Owners intend to claim as a Project Cost; and (iii) the Owners' calculation of the estimated cost remaining to complete the development and construction of the Public Improvements. Upon receipt of any such certificate, the County shall have sixty (60) calendar days to notify the Owners in writing of any objection that the County may have as to the amount of money that the Owners have paid or as to the Owners' calculation of the estimated cost remaining to complete the construction of the Public Improvements. The grounds for any such objection shall be limited, respectively, to a good faith determination by the County that the amount of money paid by or on behalf of the Owners is not sufficiently supported by a respective Public Improvement contract or does not otherwise qualify as a Project Cost under this Agreement. If the Owners disagree with such objection, the County and the Owners shall diligently work in good faith to resolve the dispute.

10.10 Annual Certificates Related to Jobs and Compliance with Agreement. During construction and until the completion of the Public Improvements, the Owners shall submit an annual report, signed by an officer or appointed agent of the Owners, to the County Auditor, as of a date certain, which certify the total number of jobs created with the Property in accordance with the County's Economic Development Incentives Program Guidelines and Criteria For Participation In Projects Under Chapter 381 of The Texas Local Government Code.

10.11 Audit of Owners Records. During construction and until the completion of the Public Improvements, the Owners agree that the County will have the right to audit the financial and business records of the Owners that relate specifically to the Public Improvements, the jobs and Owners' compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Owners shall make all records related to Public Improvement, jobs and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

10.12 Notice. Any notice or other communication (*"Notice"*) given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two

(2) days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Owners:

EIA PROPERTIES, LTD.
By: EIA MANAGEMENT LLC
Its general partner
Attn: Cullen Looney
PO Box 118
Edinburg, Texas 78540
Ph: (956) 383-7032
Fax: (956) 383-5060

STAG HOLDINGS, LTD.
By: STAG G P LLC
Its general partner
Attn: Cullen Looney
PO Box 118
Edinburg, Texas 78540
Ph: (956) 383-7032
Fax: (956) 383-5060

BEN VAUGHAN III
CO-TRUSTEE OF GTD TRUSTS NO. 2
Attn: Mr. Ben F. Vaughan, III
P.O. Box 98
Austin, Texas 78767
Ph: ( )_____
Fax: ( )_____

FROST NATIONAL BANK
CO-TRUSTEE OF GTD TRUSTS NO. 2
AttnMr. Ben F. Vaughan, III
P.O. Box 98
Austin, Texas 78767
Ph: ( )_____
Fax: ( )_____

County:

HIDALGO COUNTY
Attn: COUNTY JUDGE
100 E. CANO
EDINBURGH, TEXAS 78539
Ph: (956) 318-2600
Fax: (956) 318-2699

With a copy to: ATLAS & HALL, L.L.P.
Attn: STEPHEN L. CRAIN
818 PECAN
McALLEN, TEXAS 78501
Ph: (956) 682-5501
Fax: (956) 318-2699

All Parties may designate a different address at any time by giving Notice to the other Parties.

10.13 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against any Party based on draftsmanship.

10.14 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between or among the Parties. The County, its past, present or future officers, elected officials, employees or agents, assume no responsibility or liability to any third party not in privity with the owners in connection with the development of the Project.

10.15 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Hidalgo County, Texas.

10.16 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10.17 Successors. This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, beneficiaries elected official or agent of a Party to this Agreement.

10.18 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

10.19 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

10.20 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes.

Exhibit "A" Property Description
Exhibit "B": List of Public Improvements
Exhibit "C" Proposed Development Plan
Exhibit "D" Sketch of Separate Tracts

[Signature page to follow]

EXECUTED to be effective as of the ____ day of _____, 2008.

OWNERS:

EIA PROPERTIES, LTD.
By: EIA MANAGEMENT LLC
Its general partner

by Cullen R. Looney President
Name: Cullen R. Looney President

Date: 12-17-2008

STAG HOLDINGS, LTD.
By: STAG G P LLC
Its general partner

by Cullen R Looney Vice President
Name: Cullen R. Looney Vice President

Date: 12-17-2008

BEN VAUGHAN III
Co-Trustee of GTD Trusts No. 2

Date: 12-17-08

FROST NATIONAL BANK
Co-Trustee of GTD Trusts No. 2

John Schmedemann, V.P.

Date: 12-19-08

COUNTY:

THE COUNTY OF HIDALGO, TEXAS,

By: _____
Name: _____
Its: _____

Date: _____

EXECUTED to be effective as of the ____ day of _____, 2008.

OWNERS:

EIA PROPERTIES, LTD.
By: EIA MANAGEMENT LLC
Its general partner

_____
Name:_____

Date: _____

STAG HOLDINGS, LTD.
By: STAG G P LLC
Its general partner

_____
Name:_____

Date: _____

BEN VAUGHAN III
Co-Trustee of GTD Trusts No. 2

_____

Date: _____

FROST NATIONAL BANK
Co-Trustee of GTD Trusts No. 2

_____
John Schmedemann

Date: _____

COUNTY:

THE COUNTY OF HIDALGO, TEXAS,

By: _____
Name: Juan D. Salinas III
Its: County Judge
Date: 12/16/08

HIDALGO COUNTY, TEXAS

1,296.75 acres in Porciones 76 and 77, in Hidalgo County, Texas, including the following:

Homeville Association Subdivision B		
Block 71		South 5.00 acres
Block 72		South 5.00 acres
Blocks 73 through 100, 20 ac. ea.		560.00 acres
Homeville Association Subdivision D		
Lots 1 through 6 in Block 22		60.00 acres
Lot 1, Block 21		North 2.19 acres
Lot 2, Block 21		North 2.19 acres
Lot 3, Block 21		North 2.19 acres
Porcion 76	approximately	391.79 acres
Porcion 77	approximately	236.73 acres

1,286.75 acres being the same property described as TRACT 10 in Exhibit "B" to that certain Partition Deed by and between the King Family, the Dudley Dougherty Family and the Vaughan Family, dated October 1, 1982, recorded in Vol. 1827, Pages 106 - 142 of the Deed Records of Hidalgo County, Texas;

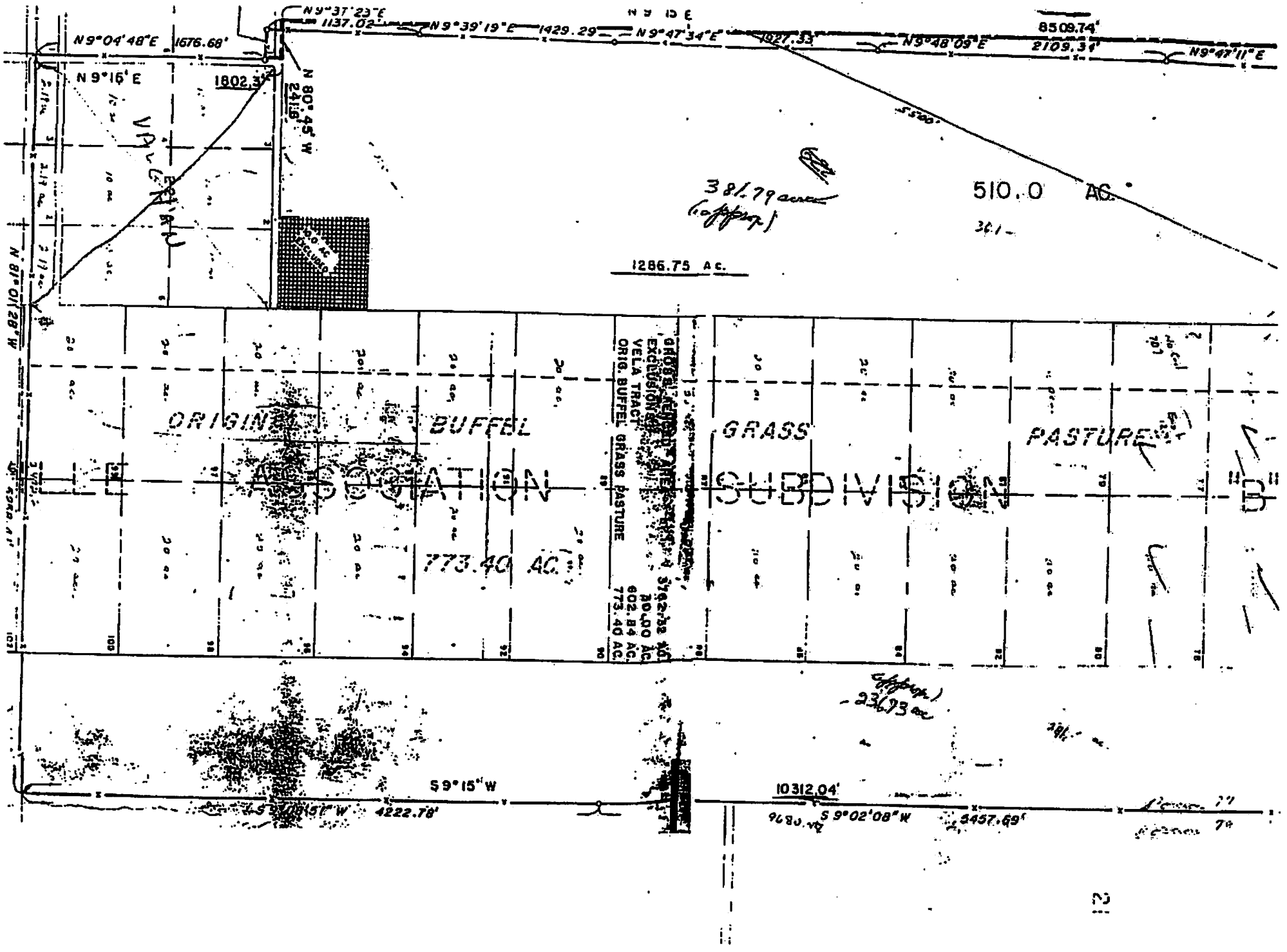
10.00 acres being the same property described in Warranty Deed from George Joe Douglas to Ben F. Vaughan, III, et al., dated June 27, 1988, recorded in Vol. 2627, Pages 791 - 794 of the Official Records of Hidalgo County, Texas;

7.09 acres being the same property described in Warranty Deed from Ala Blanca Farms, Inc. to Ben F. Vaughan, III, et al., dated March 13, 1990, recorded in Vol. 2900, Page 159 - 161 of the Official Records of Hidalgo County, Texas. (the 7.09 acres are included in the 1,286.75 acres described in the October 1, 1982 Partition Deed described above)

SURFACE OWNERSHIP

Prosperity Bank and Ben F. Vaughan, III, as Co-Trustees of the Genevieve Tarlton Dougherty Trust No. 2 for Ben F. Vaughan, III	50%
Frost National Bank and Ben F. Vaughan, III, as Co-Trustees of the Genevieve Tarlton Dougherty Trust No. 2 for Genevieve Vaughan	50%
	100%

EXHIBIT "A"


N 9°04'48"E 1676.68'
N 9°16' E
1802.3'
N 80°45' W
2416'
N 9°37'23"E
1137.02'
N 9°39'19"E 1429.29'
N 9°47'34"E 1027.33'
N 9°48'09"E 2109.31'
N 9°47'11"E 8509.74'
N 18°10'28" W
1286.75 Ac.
381.79 acres
510.0 AC.
ORIGINAL BUFFEL GRASS PASTURE
773.40 AC.
GROSS ACREAGE 3792.32 AC.
EXCLUSION 189.48 AC.
VELA TRACT 20.00 AC.
ORIG. BUFFEL GRASS PASTURE 773.40 AC.
602.84 AC.
SUBDIVISION
23.73 ac
S 9°15" W
10312.04'
S 9°02'08" W 5457.69'
S 9°02'51" W 4222.78'

EA Properties

~~Tract No. 5~~
(Abram - E/2)

All of that certain tract of land containing 97.89 acres out of Tract 132 of the Los Ejidos De Reynosa Viejo Grant, Hidalgo County, Texas, said 97.89 acre tract being described by metes and bounds as follows:

BEGINNING at the most Northerly corner of Tract 132;
THENCE, South 4° 23' West a distance of 365.5 feet;
THENCE, South 14° 07' East a distance of 252.5 feet;
THENCE, South 13° 51' East a distance of 1041.2 feet;
THENCE, South 81° 21' East a distance of 862.6 feet;
THENCE, South 18° 10' West a distance of 758.5 feet;
THENCE, South 17° 40' West a distance of 448.0 feet;
THENCE, South 16° 25' West a distance of 251.0 feet;
THENCE, South 11° 35' West a distance of 805.0 feet;
THENCE, South 9° 00' West a distance of 180.0 feet to a point for the Southeast corner of this tract;
THENCE, North 87° 30' West a distance of 680.0 feet;
THENCE, North 75° 45' West a distance of 495.0 feet to a point for the Southwest corner of this tract;
THENCE, North 2° 57' East a distance of 3,066.3 feet;
THENCE, North 61° 46' East a distance of 180.0 feet;
THENCE North 56° 36' East a distance of 374.0 feet to the corner of beginning, said tract herein described containing 97.89 acres of land, more or less, plus any and all accretions thereto.

Tract No. 6
(Porciones 76 and 77)

A tract of land containing 1614.67 acres out of those two larger tracts of land commonly known as and being Porciones 76 and 77, Hidalgo County, Texas, said 1614.67 acre tract being described by metes and bounds as follows:

BEGINNING at the Northeast corner of Porcion 77 for the Northeast corner of this tract;
THENCE, with and along the East line of Porcion 77, South 9° 15' West a distance of 17,527.2 feet to the Northeast corner of a 602.74 acre tract commonly known as the Vela Tract, for a corner of this tract;
THENCE, with and along the North line of said 602.74 acre tract, North 79° 39' West a distance of 2950.2 feet to the Northwest corner of said 602.74 acre tract for a corner of this tract, said corner being in Lot 45 of Homeville "B" Subdivision as recorded in Volume O, Page 26 of the Map Records of Hidalgo County, Texas;
THENCE, with and along the West line of said 602.74 acre tract, South 9° 41' West a distance of 4652.5 feet to a point in Lot 57 of Homeville Subdivision "B" for a corner of this tract;
THENCE, North 80° 45' West at 487.3 feet the West line of Homeville Subdivision "B" same being the West line of Porcion 77 and the East line of Porcion 76, in all a distance of 2492.8 feet to a point in the East line of a 1068.0 acre tract of land as recorded in Volume 34, Page 132 of the Deed Records of Hidalgo County, Texas, for a corner of this tract;

THENCE, with and along the East line of said 1068.0 acre tract, North 9° 15' East a distance of 9090.7 feet to the Southwest corner of 600 acre tract of land as recorded in Volume 0, Page 498 in the Deed Records of Hidalgo County, Texas, for a corner of this tract;
THENCE, with and along the South line of said 600.0 acre tract, South 80° 45' East a distance of 2005.5 feet to the Southeast corner of said 600.0 acre tract for a corner of this tract, said corner being in the East line of Porcion 76 and West line of Porcion 77 and same being the West line of Homeville Subdivision "B";
THENCE, with and along the East line of said 600.0 acre tract, same being the East line of Porcion 76, the West line of Porcion 77 and the West line of Homeville Subdivision "B," North 9° 15' East a distance of 8636.2 feet to the Southwest corner of a 250.0 acre tract of land as recorded in Volume 429, Page 213 of the Deed Records of Hidalgo County, Texas, for a corner of this tract;
THENCE, with and along the South line of said 250.0 acre tract, South 80° 45' East a distance of 2500.0 feet to the Southeast corner of said 250.0 acre tract for a corner of this tract, said corner being on the East line of Homeville Subdivision "B";
THENCE, with and along the East line of said 250.0 acre tract and the East line of Homeville Subdivision "B," North 9° 15' East a distance of 4396.0 feet to a point in the North line of Porcion 77 for a corner of this tract;
THENCE, with and along the North line of Porcion 77, South 80° 45' East a distance of 972.2 feet to the corner of beginning, said tract herein described containing 1614.67 acres of land, more or less.

Tract No. 7
(Vela Tract - N/2)

A tract of land containing 301.42 acres out of Porcion 77 and the Homeville Association Subdivision "B," and being the North half (N/2) of that tract commonly known as the Vela Tract, said 301.42 acre tract being more particularly described as follows:

BEGINNING at the Northeast corner of the tract herein described, said corner being in a fence marking the East line of Porcion 77, said corner also being South 8° 58' 47" West 17,518.2 feet from the Northeast corner of Porcion 77;
THENCE, with and along the fence line marking the East line of Porcion 77, South 9° 00' 26" West a distance of 4,425.15 feet to a fence line intersection marking the West line of the Vela Tract;
THENCE, North 79° 54' 37" West a distance of 2,984.14 feet to a point in the fence line marking the West line of the Vela Tract;

THENCE, with and along said fence line North 9° 26' 06" East a distance of 4,424.65 feet;
THENCE, with and along the fence line marking the North line of the Vela Tract, South 79° 54' 37" East a distance of 2,951.10 feet to the corner of beginning, said tract containing 301.42 acres, more or less.

Tract No. 8
(Homeville Subdivisions)

The following described tracts of land out of Homeville Association Subdivisions "A," "B," and "D" out of Porciones 76 and 77, Hidalgo County, Texas, plats of said subdivisions being recorded in Volume 0, Page 24, Volume 0, Page 26, and Volume 6, Page 36, respectively, of the Plat Records of Hidalgo County, Texas:

Homeville Association Subdivision "A":

Lots 1 through 30, inclusive.

Homeville Association Subdivision "B":

Lots 101, 102, 103, 104, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, and 122; and

The south 26 acres of Lots 125 and 126, being the same property referred to as the southern half of Lots 125 and 126, Subdivision "B," in the Deed dated January 13, 1953, from T. F. Murchison, as Grantor, to C. O. Maddox, as Grantee, which deed is recorded in the Deed Records of Hidalgo County, Texas.

Homeville Association Subdivision "D":

Lot 1, Block 21, save and except a tract of land containing 2.19 acres, more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of Lot 1,
THENCE, with and along the East line of Lot 1, South 9° 15' West a distance of 167.6 feet to a point on the North right-of-way of FM 2221;
THENCE, with and along the North right-of-way of FM 2221, North 80° 45' West a distance of 569.4 feet to a point in the West line of Lot 1;
THENCE, with and along the West line of Lot 1, North 9° 15' East a distance of 167.6 feet to the Northwest corner of Lot 1;
THENCE, with and along the North line of Lot 1, South 80° 45' East a distance of 569.4 feet to the corner of beginning, said tract containing 2.19 acres, more or less.

Lot 2, Block 21, save and except a tract of land containing 2.19 acres, being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of Lot 2;
THENCE, with and along the East line of Lot 2, South 9° 15' West a distance of 167.6 feet to a point on the North right-of-way of FM 2221;

THENCE, with and along the North right-of-way of FM 2221, North 80° 45' West a distance of 569.4 feet to a point in the West line of Lot 2;
THENCE, with and along the West line of Lot 2, North 9° 15' East a distance of 167.6 feet to the Northwest corner of Lot 2;
THENCE, with and along the North line of Lot 2, South 80° 45' East a distance of 569.4 feet to the corner of beginning, said tract containing 2.19 acres, more or less.

Lot 3, Block 21, save and except a tract of land containing 2.19 acres, being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of Lot 3;
THENCE, with and along the East line of Lot 3, South 9° 15' West a distance of 167.6 feet to a point on the North right-of-way of FM 2221;
THENCE, with and along the North right-of-way of FM 221, North 80° 45' West a distance of 569.4 feet to a point in the West line of Lot 3;
THENCE, with and along the West line of Lot 3, North 9° 15' East a distance of 167.6 feet to the Northwest corner of Lot 3;
THENCE, with and along the North line of Lot 3, South 80° 45' East a distance of 569.4 feet to the corner of beginning, said tract containing 2.19 acres, more or less.

Lots 4, 5 & 6, Block 21;
Lots 1, 2, 3, 4, 5 & 6, Block 20;
Lots 1, 2, 3, 4, 5 & 6, Block 19;
Lots 1, 2, 3, 4, & 6, Block 18;
Lots 1, 2, 3, 4, 5 & 6, Block 17;
Lots 1, 2, 3, 4, 5 & 6, Block 16;
Lots 1, 2, 3, 4, 5 & 6, Block 15;
Lots 1 & 2, Block 14.

Tract No. 9
(78.95 acres, Porcion 77)

A tract of land containing 78.95 acres out of Porcion 77, Hidalgo County, hereby described as follows:

BEGINNING at a stake on the South side of what is known as Mile 7 Road, and in a fence on the East line of Porcion 77 and the West line of Porcion 78 for the Northeast corner of this tract;
THENCE with said Porcion line, South 9 deg. 16' West, 3422.0 feet to a stake;
THENCE North 80 deg. 44' West, 1005.8 feet to a stake on the East line of Homeville Subdivision "B";
THENCE with the East line of said Homeville Subdivision "B" North 8 deg. 16' East 3420.3 feet to a stake on the South side of Mile 7 Road;
THENCE with the South line of said Mile 7 Road South 80 deg. 50' East, 1005.8 feet to the place of beginning, containing 78.95 acres of land, more or less.

EFK Properties

Revised January 18, 1994
Revised December 1, 1993
Revised November 22, 1993

METES AND BOUNDS DESCRIPTION
314.81 ACRES OF LAND
PORCION 76 AND 77
HOMEVILLE ASSOCIATION SUBDIVISION "B"
HIDALGO COUNTY, TEXAS

TRACT No. 1
Job No. 93089.04
Collon R. Lunney

A tract of land containing 314.81 acres situated in Hidalgo County, Texas and also being a part or portion of PORCION 76 and 77 and also being a part or portion of LOTS 57, 58, 65 and 66 and all of LOTS 59 - 64, HOMEVILLE ASSOCIATION SUBDIVISION "B" (Deed Reference; Volume O, page 26, H.C.M.R.) and said 314.81 acres also being a part or portion of a 301.42 acre tract, and out of a 327.91 acre tract, both described as Tract 10 and Tract 11, Exhibit "A" in Volume 1827, Page 144, H.C.D.R., and said 314.81 acres also being more particularly described as follows;

BEGINNING on a 4 inch Steel Post found on the east line of said Porcion 77, the southeast corner of Tract No. 7, Exhibit "B", Partition Deed, Edinburg Improvement Association/Dougherty Heirs, Recorded in Volume 1728, Page 159, H.C.D.R., and the northeast corner of said 301.42 acre tract, for the northeast corner of this tract, said Steel Post bears S 09° 00' 27" W a distance of 17,558.34 feet and S 09° 00' 01" W a distance of 4,428.02 feet from the northeast corner of said Porcion 77;

THENCE S 09° 00' 01" W, along the east line of said Porcion 77 and the east line of said 301.42 acre tract, a distance of 2569.93 feet to a # 4 rebar set, for the southeast corner of this tract;

THENCE N 80° 46' 46" W, at a distance of 3,000.42 feet pass the common line of said 301.42 acre tract and 327.91 acre tract, at a distance of 5,322.98 feet pass a barb wire fence and a # 4 rebar set, and continuing a total distance of 5,474.22 feet to the west line of said 327.91 acre tract, for the southwest corner of this tract;

THENCE N 08° 59' 30" E, along the west line of said 327.91 acre tract, a distance of 2,406.90 feet to the northwest corner of said 327.91 acre tract, the southwest corner of said Tract No. 6, Exhibit "B" of said Partition Deed, Edinburg Improvement Association/Dougherty Heirs, for the northwest corner of this tract;

THENCE S 80° 22' 36" E, along the north line of said 327.91 acre tract and the south line of said Tract No. 6, Exhibit "B" of said Partition Deed, Edinburg Improvement Association/Dougherty Heirs at a distance of 186.29 feet pass a 4" Steel Post found and a barb wire fence, and continuing a total distance of 2,492.80 feet to a # 4 rebar set on the northernmost northeast corner of said 327.91 acre tract, the southernmost southeast corner of said Tract No. 6, Exhibit "B" of said Partition Deed, Edinburg Improvement Association/Dougherty Heirs and the west line of said 301.42 acre tract, for an inside corner of this tract;

THENCE N 09° 26' 39" E, along the west line of said 301.42 acre tract and the east line of said Tract No. 6, Exhibit "B" of said Partition Deed, Edinburg Improvement Association/Dougherty Heirs, a distance of 227.87 feet to a # 4 rebar set on the northwest corner of said 301.42 acre tract and on the southwest corner of said Tract No. 7, Exhibit "B" of said Partition Deed, Edinburg Improvement Association/Dougherty Heirs, for the northernmost northwest corner of this tract;Page No. 2

THENCE S 79° 52' 12" E, along the north line of said 301.42 acre tract and the south line of said Tract No.7, Exhibit "B" of said Partition Deed, Edinburg Improvement Association/Dougherty Heirs, a distance of 2980.71 feet to the POINT OF BEGINNING, containing 314.81 acres of land, more or less.

I, CARLOS VASQUEZ, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09/28/93 UNDER MY DIRECTION AND SUPERVISION.

CARLOS VASQUEZ, R.P.L.S.#4608

STATE OF TEXAS
CARLOS VASQUEZ
4608
REGISTERED
SURVEYOR

EXHIBIT A - Page 1 of 1

Revised: January 18, 1994
Revised: December 1, 1993
Revised: November 23, 1993

METES AND BOUNDS DESCRIPTION
313.10 ACRES OF LAND
PORCION 76 AND 77
HOMEVILLE ASSOCIATION SUBDIVISION "B"
HIDALGO COUNTY, TEXAS

Stag Holdings

TRACT No. 2
Job No. 93009.04
Cullen R. Looney

A tract of land containing 313.10 acres situated in [illegible] lso being a part or portion of PORCION 76 and 77 and also being a part or portion of LOTS 65, 66, 71 and 72 and all of LOTS 67 - 70, HOMEVILLE ASSOCIATION SUBDIVISION "B" (Deed Reference; Volume O, page 26, H.C.M.R.) and said 313.10 acres also being a part or portion of a 301.42 acre tract, and a 327.91 acre tract, both described as Tract 10 and Tract 11, Exhibit "A" in Volume 1827, Page 144, H.C.D.R., and said 313.10 acres also being more particularly described as follows:

BEGINNING on a # 4 rebar set on the east line of said Porcion 77 and the southeast corner of said 327.91 acre tract, the northeast corner of Tract 10 of Exhibit "B" of a Partition Deed, King Family/Dudley Dougherty Family and Vaugham Family, Recorded in Volume 1827, Page 106, H.C.D.R., for the southeast corner of this tract;

THENCE N 80° 46' 46" W, along the south line of said 327.91 acre tract and the north line of said Tract No. 10, Exhibit "B" of said Partition Deed, at a distance of 5,362.74 feet pass a 4 inch Steel Post Found on a barb wire fence, and continuing a total distance of 5,477.74 feet to the southwest corner of said 327.91 acre tract,and the northwest corner of said Tract No. 10, Exhibit "B" of said Partition Deed, King Family/Dudley Dougherty Family and Vaugham Family for the southwest corner of this tract;

THENCE N 08° 59' 30" E, along the west line of said 327.91 acre tract, a distance of 2490.24 feet to the northwest corner of this tract;

THENCE S 80° 46' 46" E, at a distance of 151.24 feet pass a barb wire fence and a # 4 rebar set, at a distance of 2,473.80 feet pass the common line of said 327.91 acre tract and 301.42 acre tract, and continuing a total distance of 5,474.22 feet to a # 4 rebar set on the east line of said 301.42 acre tract and the east line of said Porcion 77, for the northeast corner of this tract;

THENCE S 09° 00' 01" W, along the east line of said 301.42 acre tract and the east line of said Porcion 77, a distance of 1820.60 feet to a # 4 rebar set on the southeast corner of said 301.42 acre tract and the easternmost northeast corner of said 327.91 acre tract, for an angle point of this tract;

THENCE S 08° 40' 16" W, a distance of 669.55 feet to the POINT OF BEGINNING, containing 313.10 acres of land, more or less.

I, CARLOS VASQUEZ, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09/28/93 UNDER MY DIRECTION AND SUPERVISION.

CARLOS VASQUEZ, R.P.L.S.#4608

F:\PUBLIC\WP\SRV\93009.04F

Vol D page 208-209
Deed Records Hedalgo County

Homeville Association of Hidalgo County.
Plat of a subdivision of 2888 acres of land of
Porcion No. 77 into 20 acre tracts.
Known as Subdivision B.
Tracts Nos. 1 to 124 both inclusive are 432 varas by
261 varas and contain 20 acres.
Tracts Nos. 125, are 432 varas by 356 varas and
contain 27½ acres.
I. John Klevenor Trustee for Homeville association
of Hidalgo County do hereby certify that the above
and foregoing is a true and correct map and plat
of the subdivision of 2888 acres of Porcion No 77
of Hidalgo County. Known as subdivision B. That
the lots thereon are numbered from one to one
hundred and twenty-six inclusive. The roads
thereon indicated are dedicated to the use of the
public with the expectation that the right to

Plat in Map Record
Vol D p 24
Hedalgo County

occupy the same with canals, ditches and laterals for irrigation purposes is exclusively reserved to the dedicator his successors or assigns.

John Closner

Sworn to and subscribed before me this 11th day of April, A.D. 1906.

J. R. Alamia
Notary Public in
for Hidalgo Co. Texas.

SEAL

I, Thos. P. Gore County Surveyor of Hidalgo County, Texas do hereby certify that the subjoined is a true and correct plat of 2688 acres of land in Porcion No. 77 as divided by the Homeville Association of Hidalgo County.

Said known as subdivision B. of said Porcion.

Thos. P. Gore.
County Surveyor of Hidalgo County
Texas

March 15. 1906.

Scale one inch = 500 varas.

Filed for record this the 12th day of April A.D. 1906, at 9 Oclock a.m.

A.E. Lohavey. Clk. Co. Ct. Hidalgo Co, Texas.

By A.N. Velal. Dy.

Recorded April 12th 1906 at 10 Oclock a.m. —

A.E. Lohavey. County Clerk. —

SEAL

By A.N. Velal. Dy.

Vol O Page 208-209
Deed Records Hidalgo County

Homeville Association of Hidalgo County
Plat and subdivision of 12.97½ acres of land of Porcion number seventy-seven into 5 acre blocks
Known as Subdivision "A"
Blocks number 1 to 235 inclusive are 168 rods square and contain 5 acres each
Blocks number 236 to 240 inclusive are 168 rods by 216 rods and contain 6½ acres each
I, John Closner Trustee for Homeville Association of Hidalgo County do hereby certify that the above and foregoing is a true and correct map and plat of the subdivision of 12.97½ acres of Porcion number seventy-seven of Hidalgo County known as Subdivision No. A. That the blocks thereon are numbered from one to two hundred and forty inclusive. The roads thereon indicated are dedicated to the use of the public with the exception that the right to occupy the same with canals ditches & lateral for irrigating purposes are exclusively reserved to the dedicator his successors & assigns.

John Closner Trustee

Sworn to and subscribed before me this the 20th day of January A.D. 1916.

SEAL

O-205

Plat in Vol O P 23, 26
Map Records
Hidalgo County

A.E. Ichaney, Clk. Co. Ct. Hidalgo Co. Texas

I Thos. A. Gore County surveyor of Hidalgo County Texas do hereby certify that the subjoined is a true and correct plat of 1284 acres of land in Precinct No. Seventy one as divided by the Stanville Association of Hidalgo County. Said Tract known as Subdivision "A" of said Precinct.

Thos. A. Gore County Surveyor.

January 25th 1906. Hidalgo County, Texas.

Scale one inch = 200 varas.

Filed for record this the 12th day of February A.D. 1906 at 8 o'clock A.M.

A.E. Ichaney, Clk. Co. Ct. Hidalgo Co. Texas.

Recorded February 19th 1906 at 8 o'clock P.M.

A.E. Ichaney, County Clerk.

By A.N. Velas, Dy.

Homeville Association of Hidalgo County
To
The Public

Dedication
Filed April 12, 1906
Recd. Vol. "O" Pg. 362

Plat of a sub-division of 2688 acres of land of Porcion No. 77 into 20 acre tacts.

Know as Subdivision 3.

Tracts Nos. 1 to 124 both inclusive are 432 varas by 241 varas and contain 20 acres.

Tracts Nos. 125, 126 are 432 varas by 356 varas and contain 27½ acres.

I, John Closner Trustee for Homeville Association of Hidalgo County do hereby certify that the above and foregoing is a true and correct map and plat of the subdivision of 2688 acres of Porcion No. 77 of Hidalgo County, known as sub-division 3. That the lots thereon are numbered from one to one hundred, and twenty-six inclusive. The roads thereon indicated are dedicated to the use of the public with the exception that the right to occupy the same with canals, ditches and laterals for irrigation purposes is exclusively reserved to the dedicator his successors or assigns.

John Closner

Sworn to and subscribed before me this 11th day of April A. D. 1906.

(SEAL)

J. R. Alamia

Notary Public in and for Hidalgo Co., Texas.

I, Thos. F. Gore County Surveyor of Hidalgo County, Texas do hereby certify that the subjoined is a true and correct plat of 2688 acres of land in Porcion No. 77 as divided by the Homeville Association of Hidalgo County.

Said known as sub-division 3. of said Porcion

Thos. F. Gore

County Surveyor of Hidalgo County, Texas

March 1st, 1906.

Scale one inch= 500 varas.

Filed for record this the 11th day of April A. D. 1906, at 9 o'clock A. M.

A. T. Chavez, Clk. Co. Ct. Hidalgo Co., Texas

by A. V. Vela, Dy.

Recorded April 12th 1906 at 10 o'clock A. M.

(SEAL) A. T. Chavez, County Clerk.

By A. V. Vela, Dy.

CHARGE TO: EDWARDS ABSTRACT
GF # 75835 6-C.West

1942573

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

WARRANTY DEED

Date: October 24, 2008

Grantor: EFRAIN CANTU NOYOLA, a single man

Grantor's Mailing Address (including county):

2907 Nogal St., Hidalgo,
Hidalgo County, Texas 78557

Grantee: EIA PROPERTIES, LTD., a Texas Limited Partnership

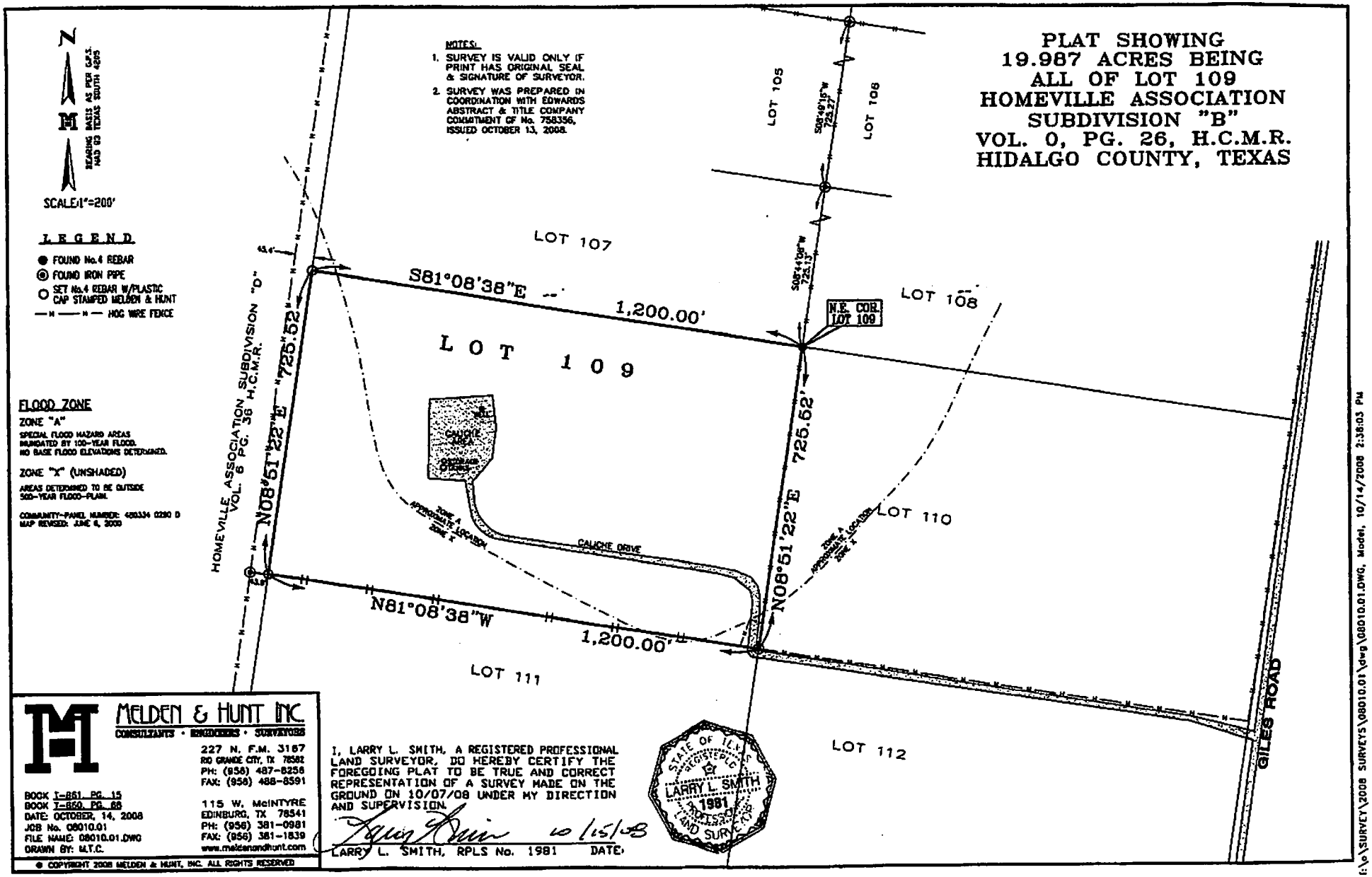
Grantee's Mailing Address (including county):

P. O. Box 118, Edinburg,
Hidalgo County, Texas 78540-0118

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged,

Property (including any improvements):

Lot One Hundred Nine (109), Homeville Association Subdivision "B", Hidalgo County, Texas, as per map or plat thereof recorded in Volume 0, Pages 23-26, Map Records, Hidalgo County, Texas.


PLAT SHOWING
19.987 ACRES BEING
ALL OF LOT 109
HOMEVILLE ASSOCIATION
SUBDIVISION "B"
VOL. 0, PG. 26, H.C.M.R.
HIDALGO COUNTY, TEXAS
NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED IN COORDINATION WITH EDWARDS ABSTRACT & TITLE COMPANY COMMITMENT OF No. 758356, ISSUED OCTOBER 13, 2008.
N
BEARING BASIS AS PER G.P.S. NAD 83 TEXAS SOUTH 4205
SCALE: 1"=200'
LEGEND
FOUND No.4 REBAR
FOUND IRON PIPE
SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
HOG WIRE FENCE
FLOOD ZONE
ZONE "A"
SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED.
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
COMMUNITY-PANEL NUMBER: 480334 0290 D
MAP REVISED: JUNE 6, 2000
HOMEVILLE ASSOCIATION SUBDIVISION "D" VOL. 6 PG. 36 H.C.M.R.
LOT 107
LOT 108
LOT 109
LOT 110
LOT 111
LOT 112
LOT 105
LOT 106
S81°08'38"E 1,200.00'
N08°51'22"E 725.52'
N81°08'38"W 1,200.00'
N08°51'22"E 725.62'
S08°44'09"W 725.13'
S08°49'15"W 725.27'
N.E. COR. LOT 109
CALICHE DRIVE
GILES ROAD
ZONE X APPROXIMATE 500-YEAR FLOOD-PLAIN
ZONE A APPROXIMATE 100-YEAR FLOOD-PLAIN
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com
BOOK I-861, PG. 15
BOOK I-860, PG. 68
DATE: OCTOBER, 14, 2008
JOB No. 08010.01
FILE NAME: 08010.01.DWG
DRAWN BY: M.T.C.
I, LARRY L. SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 10/07/08 UNDER MY DIRECTION AND SUPERVISION.
10/15/08
LARRY L. SMITH, RPLS No. 1981 DATE
STATE OF ILLINOIS
REGISTERED
LARRY L. SMITH
1981
PROFESSIONAL
LAND SURVEYOR
© COPYRIGHT 2008 MELDEN & HUNT, INC. ALL RIGHTS RESERVED
I:\e\SURVEY\2008 SURVEYS\08010.01\dwg\08010.01.DWG, Model, 10/14/2008 2:38:03 PM

LOONEY/VAUGHAN PROPOSED LAND USE PLAN - PROJECTED COSTS

TRACT NO.	TRACT ACRES	TYPE OF DEVELOPMENT	EST. YEAR	INFLATION FACTOR	HARD COST OF PUBLIC INFRASTRUCTURE: INTERNAL PAVING, DRAINAGE, & DETENTION 1	INTERNAL SANITARY SEWER 2	INTERNAL WATER DISTRIBUTION 3	LANDSCAPE / IRRIGATION COST 4	SUBTOTAL HARD COSTS 5
1	6	OFFICE	2039	1.35	$ 184,401	$ 130,898	$ 116,760	$ 6,713	$ 412,831
2	117	SINGLE-FAMILY	2039	1.35	$ 2,399,783	$ 1,818,634	$ 1,614,400	$ 87,285	$ 6,021,259
3	3	SINGLE-FAMILY	2038	1.35	$ 61,533	$ 49,227	$ 41,395	$ 2,250	$ 154,302
4	370	INDUSTRIAL	2039	1.35	$ 7,815,618	$ 6,380,280	$ 5,370,918	$ 282,685	$ 19,829,909
5	4	INDUSTRIAL	2038	1.35	$ 83,538	$ 67,127	$ 56,685	$ 2,983	$ 210,331
6	253	SINGLE-FAMILY	2038	1.35	$ 7,340,451	$ 5,702,320	$ 4,870,815	$ 263,287	$ 18,166,823
7	5	SINGLE-FAMILY	2038	1.35	$ 102,885	$ 82,844	$ 69,802	$ 3,725	$ 257,320
8	131	MULTI-FAMILY	2038	1.35	$ 2,295,119	$ 1,838,438	$ 1,514,481	$ 87,787	$ 5,764,724
9	6	RETAIL	2038	1.35	$ 110,397	$ 88,223	$ 74,585	$ 3,967	$ 277,442
10	13	RETAIL	2038	1.35	$ 179,378	$ 145,442	$ 121,202	$ 6,696	$ 455,718
11	5	RETAIL	2038	1.35	$ 68,892	$ 56,839	$ 48,810	$ 2,728	$ 175,276
12	9	RETAIL	2038	1.35	$ 124,185	$ 100,881	$ 83,909	$ 4,713	$ 315,487
13	3	INDUSTRIAL	2038	1.35	$ 62,652	$ 50,345	$ 42,514	$ 2,236	$ 157,748
14	7	INDUSTRIAL	2038	1.35	$ 140,186	$ 117,472	$ 99,199	$ 5,221	$ 360,060
15	80	INDUSTRIAL	2038	1.35	$ 1,878,558	$ 1,519,359	$ 1,275,414	$ 67,127	$ 4,732,455
16	112	INDUSTRIAL	2038	1.35	$ 2,315,006	$ 1,870,958	$ 1,587,182	$ 83,536	$ 5,881,282
17	69	MULTI-FAMILY	2039	1.35	$ 1,650,959	$ 1,351,243	$ 1,020,009	$ 64,581	$ 3,816,492
18	154	SINGLE-FAMILY	2039	1.35	$ 3,198,702	$ 2,630,881	$ 2,124,948	$ 114,662	$ 7,069,170
19	12	TOWN CENTER	2039	1.35	$ 137,956	$ 147,000	$ 125,304	$ 6,650	$ 459,830
20	9	SINGLE-FAMILY	2039	1.35	$ 102,885	$ 82,844	$ 69,802	$ 3,725	$ 257,326
21	35	OFFICE	2039	1.35	$ 559,572	$ 509,547	$ 430,732	$ 26,185	$ 1,525,456
22	18	RETAIL	2039	1.35	$ 220,773	$ 179,008	$ 149,171	$ 11,934	$ 560,884
23	13	RETAIL	2039	1.35	$ 170,378	$ 145,442	$ 121,202	$ 9,696	$ 455,718
24	50	OFFICE	2039	1.35	$ 813,674	$ 727,210	$ 615,331	$ 37,293	$ 2,293,508
25	13	RETAIL	2039	1.35	$ 170,378	$ 145,442	$ 121,202	$ 9,696	$ 455,718
26	1	RETAIL	2039	1.35	$ 13,799	$ 11,105	$ 9,323	$ 745	$ 35,050
27	48	OFFICE	2039	1.35	$ 840,580	$ 660,033	$ 568,105	$ 34,369	$ 2,110,028
28	18	RETAIL	2039	1.35	$ 220,773	$ 179,008	$ 149,171	$ 11,934	$ 560,884
29	18	RETAIL	2039	1.35	$ 220,773	$ 179,008	$ 149,171	$ 11,934	$ 560,884
30	83	OFFICE	2039	1.35	$ 1,151,229	$ 910,285	$ 775,510	$ 48,989	$ 2,886,020
31	14	RETAIL	2039	1.35	$ 193,177	$ 156,690	$ 130,536	$ 10,442	$ 490,773
32	2	RETAIL	2039	1.35	$ 27,597	$ 22,376	$ 18,640	$ 1,492	$ 70,110
33	160	SINGLE-FAMILY	2039	1.35	$ 3,281,708	$ 2,625,414	$ 2,207,735	$ 118,237	$ 8,234,254
34	267	SINGLE-FAMILY	2039	1.35	$ 4,245,787	$ 3,580,630	$ 2,956,257	$ 164,312	$ 10,853,086
35	33	OFFICE	2039	1.35	$ 603,625	$ 479,857	$ 406,110	$ 24,613	$ 1,515,715
36	3	OFFICE	2039	1.35	$ 64,630	$ 43,833	$ 36,029	$ 2,233	$ 137,510
37	6	RETAIL	2039	1.35	$ 82,709	$ 67,127	$ 55,939	$ 4,475	$ 210,331
38	10	RETAIL	2039	1.35	$ 137,963	$ 111,878	$ 93,222	$ 7,458	$ 350,522
39	13	RETAIL	2039	1.35	$ 179,378	$ 145,442	$ 121,202	$ 9,696	$ 455,718
40	1	RETAIL	2039	1.35	$ 13,799	$ 11,185	$ 9,323	$ 746	$ 35,053
41	177	SINGLE-FAMILY	2039	1.35	$ 3,630,458	$ 2,964,385	$ 2,442,597	$ 132,617	$ 9,169,144
42	5	RETAIL	2039	1.35	$ 110,397	$ 89,503	$ 74,585	$ 5,967	$ 280,442
43	12	RETAIL	2039	1.35	$ 165,595	$ 134,254	$ 111,878	$ 8,950	$ 420,663
44	100	SINGLE-FAMILY	2039	1.35	$ 3,681,888	$ 2,953,581	$ 2,453,702	$ 134,264	$ 9,283,536
45	14	RETAIL	2039	1.35	$ 193,177	$ 156,690	$ 130,535	$ 10,443	$ 490,773
46	3	RETAIL	2039	1.35	$ 41,398	$ 33,564	$ 27,976	$ 2,238	$ 105,166
47	85	OFFICE	2039	1.35	$ 1,157,770	$ 948,573	$ 790,531	$ 48,481	$ 2,961,551
48	15	OFFICE	2039	1.35	$ 276,102	$ 218,163	$ 181,807	$ 11,159	$ 686,952
49	31	RETAIL	2039	1.35	$ 427,743	$ 346,823	$ 289,018	$ 22,122	$ 1,085,710
50	61	RETAIL	2039	1.35	$ 841,699	$ 682,459	$ 568,715	$ 45,497	$ 2,138,370
51	9	TOWN CENTER	2039	1.35	$ 140,967	$ 110,760	$ 93,978	$ 6,713	$ 352,417
52	73	MULTI-FAMILY	2039	1.35	$ 1,234,461	$ 1,000,180	$ 833,815	$ 52,938	$ 3,124,392
53	139	RETAIL	2039	1.35	$ 1,917,570	$ 1,553,110	$ 1,295,923	$ 103,672	$ 4,872,669
54	203	TOWN CENTER	2039	1.35	$ 3,178,586	$ 2,498,246	$ 2,119,724	$ 151,456	$ 7,948,984
55	43	OFFICE	2039	1.35	$ 785,780	$ 625,481	$ 529,105	$ 32,052	$ 1,972,417
56	13	OFFICE	2039	1.35	$ 237,555	$ 189,075	$ 159,988	$ 9,698	$ 596,312
57	17	RETAIL	2039	1.35	$ 234,572	$ 190,193	$ 158,484	$ 12,580	$ 595,829
58	81	OFFICE	2039	1.35	$ 1,114,692	$ 887,196	$ 750,784	$ 45,407	$ 2,798,080
59	24	RETAIL	2039	1.35	$ 331,164	$ 268,506	$ 223,757	$ 17,951	$ 841,328
60	9	RETAIL	2039	1.35	$ 68,992	$ 55,939	$ 46,618	$ 3,729	$ 175,278
61	19	RETAIL	2039	1.35	$ 262,189	$ 212,569	$ 177,141	$ 14,171	$ 666,069
62	6	RETAIL	2039	1.35	$ 82,799	$ 67,127	$ 55,939	$ 4,476	$ 210,331
63	253	OFFICE	2039	1.35	$ 4,662,191	$ 3,679,632	$ 3,113,577	$ 183,702	$ 11,639,102
64	8	RETAIL	2039	1.35	$ 110,397	$ 89,503	$ 74,585	$ 5,967	$ 280,442
65	2	RETAIL	2039	1.35	$ 27,597	$ 22,376	$ 18,640	$ 1,492	$ 70,110
66	91	OFFICE	2039	1.35	$ 931,048	$ 741,754	$ 627,834	$ 38,039	$ 2,338,376
67	12	OFFICE	2039	1.35	$ 219,282	$ 174,530	$ 147,685	$ 8,950	$ 550,442
68	58	MULTI-FAMILY	2039	1.35	$ 1,717,707	$ 1,393,785	$ 1,162,956	$ 73,094	$ 4,317,541
69	61	RETAIL	2039	1.35	$ 841,699	$ 682,459	$ 568,715	$ 45,497	$ 2,138,370
70	20	RETAIL	2039	1.35	$ 275,997	$ 223,757	$ 186,464	$ 14,917	$ 701,185
71	12	RETAIL	2039	1.35	$ 165,595	$ 134,254	$ 111,878	$ 8,950	$ 420,663
72	24	RETAIL	2039	1.35	$ 331,190	$ 268,506	$ 223,757	$ 17,901	$ 841,328
73	131	INDUSTRIAL	2039	1.35	$ 2,759,861	$ 2,166,412	$ 1,806,436	$ 97,787	$ 6,830,346
74	131	OFFICE	2039	1.35	$ 2,343,695	$ 1,905,290	$ 1,613,189	$ 87,787	$ 6,029,962
75	50	OFFICE	2039	1.35	$ 813,674	$ 727,210	$ 615,331	$ 37,293	$ 2,293,508
76	70	OFFICE	2039	1.35	$ 1,270,144	$ 1,018,094	$ 861,454	$ 52,210	$ 3,210,912
77	26	OFFICE	2038	1.35	$ 511,857	$ 407,238	$ 344,586	$ 20,881	$ 1,284,349
78	42	OFFICE	2038	1.35	$ 787,486	$ 610,636	$ 516,576	$ 31,328	$ 1,926,547
79	61	INDUSTRIAL	2038	1.35	$ 1,272,923	$ 1,023,880	$ 864,448	$ 45,497	$ 3,207,905
DEVELOPMENT SUBTOTAL					$ 82,697,997	$ 66,373,787	$ 56,772,889	$ 3,323,536	$ 209,337,819
DEVELOPMENT SUBTOTAL (PRESENT VALUE)					$ 61,283,702	$ 49,159,748	$ 41,312,593	$ 2,461,878	$ 154,324,389
MAJOR THOROUGHFARES									
80	N/A	ONE OVERPASS @ 5 MILE (FM 676)	2039	1.35	$ 5,400,000				$ 5,400,000
81	N/A	ONE OVERPASS @ 7 MILE (FM 2221)	2039	1.35	$ 5,400,000				$ 5,400,000
82	N/A	ONE OVERPASS @ 10 MILE (MONTE CRISTO	2039	1.35	$ 5,400,000				$ 5,400,000
83	N/A	ONE OVERPASS @ 12 MILE	2039	1.35	$ 5,400,000				$ 5,400,000
84	N/A	FRONTAGE ROAD	2039	1.35	$ 50,159,738				$ 50,159,738
85	N/A	DILES CR 2418	2039	1.35	$ 34,872,764				$ 34,872,764
86	N/A	5 MILE (FM 676)	2039	1.35	$ 4,200,256				$ 4,200,256
87	N/A	8 MILE LINE	2039	1.35	$ 3,264,523				$ 3,264,523
88	N/A	7 MILE (FM 2221)	2039	1.35	$ 5,823,822				$ 5,823,822
89	N/A	8 MILE LINE	2039	1.35	$ 4,224,877				$ 4,224,877
90	N/A	9 MILE LINE	2039	1.35	$ 4,188,270				$ 4,188,270
91	N/A	10 MILE (MONTE CRISTO STREET)	2039	1.35	$ 6,343,863				$ 6,343,863
92	N/A	11 MILE LINE	2039	1.35	$ 4,224,877				$ 4,224,877
93	N/A	12 MILE LINE	2039	1.35	$ 2,640,570				$ 2,640,570
94	N/A	13 MILE LINE	2039	1.35	$ 2,638,431				$ 2,638,431
95	N/A	STORMWATER COLLECTION	2039	1.35	$ 37,700,270				$ 37,700,270
96	N/A	DOMESTIC WATER	2039	1.35	$ 46,632,713				$ 46,632,713
97	N/A	WASTEWATER	2039	1.35	$ 30,307,775				$ 30,307,775
THOROUGHFARE SUBTOTAL					$ 215,977,335				$ 215,977,335
THOROUGHFARE SUBTOTAL (PRESENT VALUE)					$ 161,349,870				$ 161,349,870
TOTAL COSTS					$ 347,945,322	$ 66,373,787	$ 56,772,889	$ 3,323,536	$ 473,416,142
TOTAL COSTS (PRESENT VALUE)					$ 237,733,572	$ 49,159,748	$ 41,312,593	$ 2,461,878	$ 330,674,179

** Elevated Tank / Ground Storage, Water Treatment Plant, and Wastewater Treatment Plant improvement costs not included in this estimate.

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EXHIBIT

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LOONEY/VAUGHAN PROPOSED LAND USE PLAN - PROJECTED COSTS

TRACT NO.	TRACT ACRES	TYPE OF DEVELOPMENT	EST. YEAR	INFLATION FACTOR	SOFT COST OF PUBLIC INFRASTRUCTURE				TOTAL COST
					ENGINEERING 6	INSPECTION/ SURVEY/PLAT 7	LAND PLANNING 8	SUBTOTAL SOFT COSTS 9	10
1	9	OFFICE	2039	1.35	$ 41,283	$ 20,942	$ 2,664	$ 63,889	$ 478,820
2	117	SINGLE-FAMILY	2039	1.35	$ 502,130	$ 301,583	$ 30,106	$ 833,381	$ 6,134,199
3	3	SINGLE-FAMILY	2039	1.35	$ 13,439	$ 7,720	$ 772	$ 21,931	$ 176,923
4	378	INDUSTRIAL	2039	1.35	$ 1,998,891	$ 996,445	$ 99,648	$ 3,094,981	$ 23,617,890
5	4	INDUSTRIAL	2039	1.35	$ 21,033	$ 10,517	$ 1,052	$ 32,602	$ 242,993
6	393	SINGLE-FAMILY	2039	1.35	$ 1,610,883	$ 908,341	$ 90,834	$ 2,610,057	$ 20,882,699
7	5	SINGLE-FAMILY	2039	1.35	$ 25,732	$ 12,866	$ 1,287	$ 39,885	$ 287,295
8	131	MULTI-FAMILY	2039	1.35	$ 576,472	$ 288,236	$ 28,824	$ 893,532	$ 6,619,256
9	8	RETAIL	2039	1.35	$ 28,044	$ 14,022	$ 1,402	$ 43,468	$ 323,910
10	13	RETAIL	2039	1.35	$ 48,512	$ 22,780	$ 2,279	$ 70,637	$ 526,355
11	5	RETAIL	2039	1.35	$ 17,536	$ 8,764	$ 876	$ 27,176	$ 202,444
12	6	RETAIL	2039	1.35	$ 31,550	$ 15,775	$ 1,577	$ 48,902	$ 364,399
13	3	INDUSTRIAL	2039	1.35	$ 15,775	$ 7,887	$ 788	$ 24,451	$ 182,199
14	7	INDUSTRIAL	2039	1.35	$ 36,808	$ 18,404	$ 1,840	$ 57,052	$ 425,132
15	90	INDUSTRIAL	2039	1.35	$ 473,276	$ 236,638	$ 23,664	$ 733,531	$ 5,466,023
16	112	INDUSTRIAL	2039	1.35	$ 589,028	$ 294,764	$ 29,448	$ 912,838	$ 6,802,120
17	83	MULTI-FAMILY	2039	1.35	$ 381,849	$ 190,925	$ 19,092	$ 591,866	$ 4,410,948
18	154	SINGLE-FAMILY	2039	1.35	$ 792,947	$ 396,273	$ 39,627	$ 1,228,847	$ 9,153,977
19	13	TOWN CENTER	2039	1.35	$ 46,589	$ 23,404	$ 2,340	$ 72,332	$ 542,722
20	5	SINGLE-FAMILY	2039	1.35	$ 25,732	$ 12,866	$ 1,287	$ 39,885	$ 297,205
21	35	OFFICE	2039	1.35	$ 160,946	$ 80,773	$ 8,077	$ 249,846	$ 1,864,392
22	14	RETAIL	2039	1.35	$ 56,088	$ 28,044	$ 2,804	$ 86,936	$ 647,820
23	13	RETAIL	2039	1.35	$ 45,572	$ 22,788	$ 2,279	$ 70,637	$ 526,355
24	69	OFFICE	2039	1.35	$ 226,361	$ 114,675	$ 11,468	$ 352,494	$ 2,629,002
25	13	RETAIL	2039	1.35	$ 45,572	$ 22,788	$ 2,279	$ 70,637	$ 526,355
26	1	RETAIL	2039	1.35	$ 3,508	$ 1,753	$ 175	$ 5,434	$ 40,489
27	48	OFFICE	2039	1.35	$ 211,003	$ 105,501	$ 10,550	$ 327,054	$ 2,437,992
28	14	RETAIL	2039	1.35	$ 56,088	$ 28,044	$ 2,804	$ 86,936	$ 647,820
29	14	RETAIL	2039	1.35	$ 56,088	$ 28,044	$ 2,804	$ 86,936	$ 647,820
30	83	OFFICE	2039	1.35	$ 288,012	$ 144,401	$ 14,440	$ 447,852	$ 3,337,742
31	14	RETAIL	2039	1.35	$ 49,077	$ 24,539	$ 2,454	$ 76,070	$ 566,843
32	2	RETAIL	2039	1.35	$ 7,011	$ 3,506	$ 351	$ 10,868	$ 80,978
33	900	SINGLE-FAMILY	2039	1.35	$ 823,428	$ 411,713	$ 41,171	$ 1,276,309	$ 9,510,503
34	287	SINGLE-FAMILY	2039	1.35	$ 1,098,307	$ 552,653	$ 53,265	$ 1,691,225	$ 12,394,291
35	33	OFFICE	2039	1.35	$ 151,378	$ 75,688	$ 7,569	$ 234,637	$ 1,748,342
36	3	OFFICE	2039	1.35	$ 13,761	$ 6,881	$ 688	$ 21,330	$ 158,940
37	8	RETAIL	2039	1.35	$ 21,033	$ 10,517	$ 1,052	$ 32,602	$ 242,993
38	10	RETAIL	2039	1.35	$ 35,050	$ 17,525	$ 1,753	$ 54,328	$ 404,885
39	13	RETAIL	2039	1.35	$ 45,572	$ 22,788	$ 2,279	$ 70,637	$ 526,355
40	1	RETAIL	2039	1.35	$ 3,508	$ 1,753	$ 175	$ 5,434	$ 40,489
41	177	SINGLE-FAMILY	2039	1.35	$ 910,814	$ 455,407	$ 45,540	$ 1,411,917	$ 10,521,081
42	8	RETAIL	2039	1.35	$ 28,044	$ 14,022	$ 1,402	$ 43,468	$ 323,910
43	12	RETAIL	2039	1.35	$ 42,066	$ 21,033	$ 2,103	$ 65,202	$ 485,865
44	180	SINGLE-FAMILY	2039	1.35	$ 926,354	$ 463,177	$ 46,318	$ 1,435,849	$ 10,699,383
45	14	RETAIL	2039	1.35	$ 49,077	$ 24,539	$ 2,454	$ 76,070	$ 566,843
46	2	RETAIL	2039	1.35	$ 10,517	$ 5,258	$ 526	$ 16,301	$ 121,497
47	65	OFFICE	2039	1.35	$ 266,196	$ 149,978	$ 14,998	$ 482,142	$ 3,443,703
48	15	OFFICE	2039	1.35	$ 66,805	$ 34,403	$ 3,441	$ 106,648	$ 784,789
49	31	RETAIL	2039	1.35	$ 108,671	$ 54,336	$ 5,434	$ 168,441	$ 1,255,154
50	61	RETAIL	2039	1.35	$ 213,837	$ 106,919	$ 10,692	$ 331,448	$ 2,469,818
51	9	TOWN CENTER	2039	1.35	$ 35,242	$ 17,621	$ 1,762	$ 54,625	$ 407,043
52	71	MULTI-FAMILY	2039	1.35	$ 312,451	$ 156,226	$ 15,622	$ 484,251	$ 3,608,073
53	139	RETAIL	2039	1.35	$ 487,205	$ 243,604	$ 24,360	$ 755,205	$ 5,627,945
54	203	TOWN CENTER	2039	1.35	$ 794,899	$ 397,449	$ 39,745	$ 1,232,093	$ 9,181,093
55	42	OFFICE	2039	1.35	$ 197,242	$ 98,621	$ 9,862	$ 305,725	$ 2,278,142
56	13	OFFICE	2039	1.35	$ 59,511	$ 29,756	$ 2,976	$ 92,243	$ 687,341
57	17	RETAIL	2039	1.35	$ 59,594	$ 29,797	$ 2,980	$ 92,371	$ 688,319
58	61	OFFICE	2039	1.35	$ 279,906	$ 139,953	$ 13,995	$ 433,702	$ 3,231,782
59	24	RETAIL	2039	1.35	$ 84,133	$ 42,066	$ 4,207	$ 130,406	$ 971,732
60	6	RETAIL	2039	1.35	$ 17,536	$ 8,764	$ 876	$ 27,176	$ 202,444
61	10	RETAIL	2039	1.35	$ 60,805	$ 30,402	$ 3,038	$ 103,247	$ 769,297
62	6	RETAIL	2039	1.35	$ 21,033	$ 10,517	$ 1,052	$ 32,602	$ 242,993
63	253	OFFICE	2039	1.35	$ 1,180,515	$ 590,256	$ 59,026	$ 1,829,799	$ 13,633,951
64	8	RETAIL	2039	1.35	$ 28,044	$ 14,022	$ 1,402	$ 43,468	$ 323,910
65	2	RETAIL	2039	1.35	$ 7,011	$ 3,506	$ 351	$ 10,868	$ 80,978
66	81	OFFICE	2039	1.35	$ 235,038	$ 118,045	$ 11,807	$ 362,804	$ 2,701,932
67	12	OFFICE	2039	1.35	$ 56,044	$ 28,022	$ 2,802	$ 86,868	$ 647,320
68	98	MULTI-FAMILY	2039	1.35	$ 421,294	$ 210,627	$ 21,063	$ 652,984	$ 4,865,948
69	61	RETAIL	2039	1.35	$ 213,837	$ 106,919	$ 10,692	$ 331,448	$ 2,469,818
70	20	RETAIL	2039	1.35	$ 70,110	$ 35,055	$ 3,506	$ 108,671	$ 809,716
71	12	RETAIL	2039	1.35	$ 42,066	$ 21,033	$ 2,103	$ 65,202	$ 485,865
72	24	RETAIL	2039	1.35	$ 84,133	$ 42,066	$ 4,207	$ 130,406	$ 971,732
73	131	INDUSTRIAL	2039	1.35	$ 688,838	$ 344,419	$ 34,442	$ 1,067,696	$ 7,956,052
74	131	OFFICE	2039	1.35	$ 600,894	$ 300,450	$ 30,045	$ 931,394	$ 6,941,365
75	80	OFFICE	2039	1.35	$ 226,361	$ 113,675	$ 11,468	$ 353,494	$ 2,646,002
76	70	OFFICE	2039	1.35	$ 321,091	$ 160,545	$ 16,055	$ 497,692	$ 3,708,654
77	28	OFFICE	2039	1.35	$ 126,436	$ 63,218	$ 6,322	$ 195,976	$ 1,460,441
78	42	OFFICE	2039	1.35	$ 189,655	$ 94,827	$ 9,483	$ 293,965	$ 2,223,162
79	61	INDUSTRIAL	2039	1.35	$ 330,758	$ 150,379	$ 16,038	$ 497,172	$ 3,704,717
DEVELOPMENT SUBTOTAL					$ 28,833,781	$ 10,418,699	$ 1,041,882	$ 22,292,368	$ 240,835,186
DEVELOPMENT SUBTOTAL (PRESENT VALUE)					$ 13,432,456	$ 7,716,219	$ 771,624	$ 21,920,273	$ 176,344,692
MAJOR THOROUGHFARES									
80	N/A	ONE OVERPASS @ 5 MILE (FM 678)	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,210,000
81	N/A	ONE OVERPASS @ 7 MILE (FM 2221)	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,210,000
82	N/A	ONE OVERPASS @ 10 MILE (MONTE CRISTO	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,210,000
83	N/A	ONE OVERPASS @ 12 MILE	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,210,000
84	N/A	FRONTAGE ROAD	2039	1.35	$ 5,018,374	$ 2,507,687		$ 7,521,961	$ 57,667,837
85	N/A	GILES CR 2418	2039	1.35	$ 3,487,218	$ 1,743,659		$ 5,230,917	$ 40,101,781
86	N/A	5 MILE (FM 678)	2039	1.35	$ 420,030	$ 210,015		$ 630,045	$ 4,830,341
87	N/A	6 MILE LINE	2039	1.35	$ 338,453	$ 169,226		$ 507,679	$ 3,892,361
88	N/A	7 MILE (FM 2221)	2039	1.35	$ 592,582	$ 296,291		$ 888,873	$ 6,814,655
89	N/A	8 MILE LINE	2039	1.35	$ 422,468	$ 211,234		$ 633,702	$ 4,858,379
90	N/A	9 MILE LINE	2039	1.35	$ 418,037	$ 209,019		$ 627,041	$ 4,807,311
91	N/A	10 MILE (MONTE CRISTO STREET)	2039	1.35	$ 624,368	$ 312,184		$ 936,552	$ 7,180,238
92	N/A	11 MILE LINE	2039	1.35	$ 422,468	$ 211,234		$ 633,702	$ 4,858,379
93	N/A	12 MILE LINE	2039	1.35	$ 284,067	$ 142,034		$ 426,101	$ 3,266,777
94	N/A	13 MILE LINE	2039	1.35	$ 268,643	$ 134,322		$ 403,965	$ 3,097,059
95	N/A	STORMWATER COLLECTION	2039	1.35	$ 3,710,027	$ 1,855,014		$ 5,565,041	$ 42,665,311
96	N/A	DOMESTIC WATER	2039	1.35	$ 4,063,271	$ 2,031,636		$ 6,094,907	$ 53,527,639
97	N/A	WASTEWATER	2039	1.35	$ 3,630,777	$ 1,815,389		$ 5,446,166	$ 41,753,941
THOROUGHFARE SUBTOTAL					$ 28,697,238	$ 13,933,819		$ 39,788,851	$ 305,051,178
THOROUGHFARE SUBTOTAL (PRESENT VALUE)					$ 19,834,687	$ 9,817,494		$ 29,652,181	$ 225,881,353
TOTAL COSTS					$ 47,541,913	$ 23,876,514	$ 1,841,882	$ 72,581,319	$ 545,463,381
TOTAL COSTS (PRESENT VALUE)					$ 33,597,401	$ 17,833,714	$ 773,624	$ 52,372,193	$ 494,840,934

** Elevated Tank / Ground Storage, Water Treatment Plant, and Wastewater Treatment Plant improvement costs not included in this estimate.

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LOONEY/VAUGHAN PROPOSED LAND USE PLAN
LIST OF PUBLIC IMPROVEMENTS

I. **PHYSICAL INFRASTRUCTURE IMPROVEMENT (HARD COSTS)**
   - A. INTERNAL PAVING, DRAINAGE, & DETENTION IMPROVEMENTS
   - B. INTERNAL SANITARY SEWER IMPROVEMENTS
   - C. INTERNAL WATER DISTRIBUTION IMPROVEMENTS
   - D. INTERNAL LANDSCAPE / IRRIGATION
   - E. TOLL ROAD FRONTAGE ROAD IMPROVEMENTS
   - F. OVERPASS IMPROVEMENTS
   - G. MAJOR THOROUGHFARE ROADWAYS

II. **PROFESSIONAL SERVICES, PERMITTING AND INSPECTION (SOFT COSTS)**
   - A. ENGINEERING
   - B. INSPECTION / SURVEY / PLAT
   - C. LAND PLANNING

EXHIBIT
C

LOONEY/VAUGHAN PROPOSED LAND USE PLAN - PROJECTED COSTS

TRACT NO.	TRACT ACRES	TYPE OF DEVELOPMENT	EST. YEAR	INFLATION FACTOR	SOFT COST OF PUBLIC INFRASTRUCTURE				TOTAL COST
					ENGINEERING	INSPECTION/ SURVEY/PLAT	LAND PLANNING	SUBTOTAL SOFT COSTS	
					6	7	8	D	10
1	9	OFFICE	2039	1.35	$ 41,283	$ 20,642	$ 2,064	$ 63,989	$ 476,630
2	117	SINGLE-FAMILY	2039	1.35	$ 802,139	$ 391,068	$ 39,106	$ 833,301	$ 6,954,398
3	3	SINGLE-FAMILY	2039	1.35	$ 15,438	$ 7,720	$ 772	$ 23,931	$ 178,272
4	378	INDUSTRIAL	2039	1.35	$ 1,997,891	$ 998,445	$ 99,845	$ 3,096,081	$ 23,017,886
5	4	INDUSTRIAL	2039	1.35	$ 21,033	$ 10,517	$ 1,052	$ 32,602	$ 242,533
6	353	SINGLE-FAMILY	2039	1.35	$ 1,816,682	$ 908,341	$ 90,834	$ 2,815,857	$ 20,982,980
7	5	SINGLE-FAMILY	2039	1.35	$ 25,732	$ 12,866	$ 1,287	$ 39,885	$ 297,095
8	131	MULTI-FAMILY	2039	1.35	$ 678,472	$ 268,238	$ 26,824	$ 993,532	$ 6,659,298
9	6	RETAIL	2039	1.35	$ 28,044	$ 14,022	$ 1,402	$ 43,468	$ 323,816
10	13	RETAIL	2039	1.35	$ 45,572	$ 22,786	$ 2,279	$ 70,637	$ 526,289
11	5	RETAIL	2039	1.35	$ 17,526	$ 8,764	$ 876	$ 27,166	$ 202,444
12	9	RETAIL	2039	1.35	$ 31,550	$ 15,775	$ 1,577	$ 48,902	$ 364,399
13	3	INDUSTRIAL	2039	1.35	$ 15,776	$ 7,887	$ 789	$ 24,451	$ 182,210
14	7	INDUSTRIAL	2039	1.35	$ 36,806	$ 18,404	$ 1,840	$ 57,052	$ 425,122
15	90	INDUSTRIAL	2039	1.35	$ 473,248	$ 236,623	$ 23,662	$ 733,531	$ 5,465,990
16	112	INDUSTRIAL	2039	1.35	$ 568,928	$ 284,464	$ 28,446	$ 912,839	$ 6,802,129
17	89	MULTI-FAMILY	2039	1.35	$ 391,840	$ 195,925	$ 19,592	$ 607,056	$ 4,523,548
18	154	SINGLE-FAMILY	2039	1.35	$ 792,547	$ 396,273	$ 39,627	$ 1,228,447	$ 9,153,917
19	12	TOWN CENTER	2039	1.35	$ 46,899	$ 23,494	$ 2,349	$ 72,832	$ 542,722
20	5	SINGLE-FAMILY	2039	1.35	$ 25,732	$ 12,866	$ 1,287	$ 39,885	$ 297,095
21	35	OFFICE	2039	1.35	$ 160,548	$ 80,273	$ 8,027	$ 248,848	$ 1,854,382
22	18	RETAIL	2039	1.35	$ 56,088	$ 28,044	$ 2,804	$ 86,936	$ 647,632
23	13	RETAIL	2039	1.35	$ 45,572	$ 22,786	$ 2,279	$ 70,637	$ 526,289
24	50	OFFICE	2039	1.35	$ 220,351	$ 114,675	$ 11,468	$ 355,494	$ 2,649,082
25	13	RETAIL	2039	1.35	$ 45,572	$ 22,786	$ 2,279	$ 70,637	$ 526,289
26	1	RETAIL	2039	1.35	$ 3,506	$ 1,753	$ 175	$ 5,434	$ 40,489
27	46	OFFICE	2039	1.35	$ 211,003	$ 105,501	$ 10,550	$ 327,054	$ 2,437,052
28	18	RETAIL	2039	1.35	$ 56,088	$ 28,044	$ 2,804	$ 86,936	$ 647,826
29	18	RETAIL	2039	1.35	$ 56,088	$ 28,044	$ 2,804	$ 86,936	$ 647,826
30	63	OFFICE	2039	1.35	$ 288,082	$ 144,481	$ 14,449	$ 447,012	$ 3,331,742
31	14	RETAIL	2039	1.35	$ 49,077	$ 24,539	$ 2,454	$ 76,070	$ 566,843
32	2	RETAIL	2039	1.35	$ 7,011	$ 3,506	$ 351	$ 10,868	$ 80,978
33	180	SINGLE-FAMILY	2039	1.35	$ 823,425	$ 411,713	$ 41,171	$ 1,276,309	$ 9,513,963
34	297	SINGLE-FAMILY	2039	1.35	$ 1,065,307	$ 532,653	$ 53,265	$ 1,651,225	$ 12,304,201
35	33	OFFICE	2039	1.35	$ 151,572	$ 75,886	$ 7,589	$ 234,827	$ 1,748,342
36	3	OFFICE	2039	1.35	$ 13,781	$ 6,891	$ 688	$ 21,330	$ 158,948
37	8	RETAIL	2039	1.35	$ 21,033	$ 10,517	$ 1,052	$ 32,602	$ 242,933
38	10	RETAIL	2039	1.35	$ 35,095	$ 17,528	$ 1,753	$ 54,336	$ 404,823
39	13	RETAIL	2039	1.35	$ 45,572	$ 22,786	$ 2,279	$ 70,637	$ 526,289
40	1	RETAIL	2039	1.35	$ 3,506	$ 1,753	$ 175	$ 5,434	$ 40,489
41	177	SINGLE-FAMILY	2039	1.35	$ 910,914	$ 455,457	$ 45,546	$ 1,411,917	$ 10,521,061
42	8	RETAIL	2039	1.35	$ 28,044	$ 14,022	$ 1,402	$ 43,468	$ 323,816
43	12	RETAIL	2039	1.35	$ 42,066	$ 21,033	$ 2,103	$ 65,202	$ 485,885
44	100	SINGLE-FAMILY	2039	1.35	$ 926,354	$ 463,177	$ 46,318	$ 1,435,849	$ 10,696,385
45	14	RETAIL	2039	1.35	$ 49,077	$ 24,539	$ 2,454	$ 76,070	$ 566,843
46	3	RETAIL	2039	1.35	$ 10,517	$ 5,258	$ 526	$ 16,301	$ 121,467
47	65	OFFICE	2039	1.35	$ 298,156	$ 149,078	$ 14,908	$ 462,142	$ 3,443,783
48	15	OFFICE	2039	1.35	$ 68,805	$ 34,403	$ 3,440	$ 106,648	$ 794,789
49	31	RETAIL	2039	1.35	$ 108,671	$ 54,336	$ 5,434	$ 168,441	$ 1,255,184
50	61	RETAIL	2039	1.35	$ 213,837	$ 106,919	$ 10,692	$ 331,448	$ 2,469,818
51	9	TOWN CENTER	2039	1.35	$ 35,242	$ 17,621	$ 1,762	$ 54,625	$ 407,043
52	71	MULTI-FAMILY	2039	1.35	$ 312,439	$ 156,220	$ 15,622	$ 484,281	$ 3,608,573
53	139	RETAIL	2039	1.35	$ 487,268	$ 243,634	$ 24,363	$ 755,265	$ 5,627,948
54	200	TOWN CENTER	2039	1.35	$ 794,896	$ 397,448	$ 39,745	$ 1,232,089	$ 9,181,053
55	43	OFFICE	2039	1.35	$ 197,242	$ 98,621	$ 9,862	$ 305,725	$ 2,278,142
56	13	OFFICE	2039	1.35	$ 59,631	$ 29,816	$ 2,982	$ 92,428	$ 688,741
57	17	RETAIL	2039	1.35	$ 59,594	$ 29,797	$ 2,980	$ 92,371	$ 688,319
58	61	OFFICE	2039	1.35	$ 279,808	$ 139,904	$ 13,990	$ 433,702	$ 3,231,782
59	24	RETAIL	2039	1.35	$ 84,133	$ 42,066	$ 4,207	$ 130,406	$ 971,733
60	6	RETAIL	2039	1.35	$ 17,528	$ 8,764	$ 876	$ 27,168	$ 202,444
61	18	RETAIL	2039	1.35	$ 66,605	$ 33,302	$ 3,330	$ 103,237	$ 769,387
62	8	RETAIL	2039	1.35	$ 21,033	$ 10,517	$ 1,052	$ 32,602	$ 242,933
63	253	OFFICE	2039	1.35	$ 1,160,515	$ 580,258	$ 58,026	$ 1,798,799	$ 13,403,651
64	8	RETAIL	2039	1.35	$ 28,044	$ 14,022	$ 1,402	$ 43,468	$ 323,816
65	2	RETAIL	2039	1.35	$ 7,011	$ 3,506	$ 351	$ 10,868	$ 80,978
66	81	OFFICE	2039	1.35	$ 233,838	$ 116,919	$ 11,692	$ 362,504	$ 2,701,013
67	12	OFFICE	2039	1.35	$ 55,644	$ 27,822	$ 2,782	$ 85,318	$ 635,780
68	98	MULTI-FAMILY	2039	1.35	$ 431,254	$ 215,627	$ 21,563	$ 668,444	$ 4,980,988
69	61	RETAIL	2039	1.35	$ 213,837	$ 106,919	$ 10,692	$ 331,448	$ 2,469,818
70	20	RETAIL	2039	1.35	$ 70,110	$ 35,055	$ 3,506	$ 108,671	$ 809,778
71	12	RETAIL	2039	1.35	$ 42,066	$ 21,033	$ 2,103	$ 65,202	$ 485,865
72	24	RETAIL	2039	1.35	$ 84,133	$ 42,066	$ 4,207	$ 130,406	$ 971,733
73	131	INDUSTRIAL	2039	1.35	$ 688,838	$ 344,419	$ 34,442	$ 1,067,696	$ 7,956,552
74	131	OFFICE	2039	1.35	$ 600,690	$ 300,458	$ 30,046	$ 931,194	$ 6,940,398
75	50	OFFICE	2039	1.35	$ 229,351	$ 114,675	$ 11,468	$ 355,494	$ 2,649,082
76	70	OFFICE	2039	1.35	$ 321,091	$ 160,546	$ 16,055	$ 497,692	$ 3,708,834
77	28	OFFICE	2039	1.35	$ 128,436	$ 64,218	$ 6,422	$ 199,076	$ 1,483,441
78	42	OFFICE	2039	1.35	$ 192,655	$ 96,327	$ 9,633	$ 298,615	$ 2,225,162
79	61	INDUSTRIAL	2039	1.35	$ 320,758	$ 160,378	$ 16,038	$ 497,173	$ 3,704,727
DEVELOPMENT SUBTOTAL					$ 20,833,781	$ 10,416,895	$ 1,041,692	$ 32,292,368	$ 240,630,185
DEVELOPMENT SUBTOTAL (PRESENT VALUE)					$ 16,432,438	$ 7,716,319	$ 771,624	$ 23,920,273	$ 178,244,692
MAJOR THOROUGHFARES									
80	N/A	ONE OVERPASS @ 5 MILE (FM 676)	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,218,699
81	N/A	ONE OVERPASS @ 7 MILE (FM 2221)	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,218,699
82	N/A	ONE OVERPASS @ 10 MILE (MONTE CRISTO	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,218,699
83	N/A	ONE OVERPASS @ 12 MILE	2039	1.35	$ 540,000	$ 270,000		$ 810,000	$ 6,218,699
84	N/A	FRONTAGE ROAD	2039	1.35	$ 5,018,974	$ 2,507,987		$ 7,526,961	$ 57,843,897
85	N/A	GILES CR 2418	2039	1.35	$ 3,487,278	$ 1,743,639		$ 5,230,917	$ 40,193,761
86	N/A	5 MILE (FM 676)	2039	1.35	$ 439,030	$ 219,015		$ 658,045	$ 5,055,341
87	N/A	8 MILE LINE	2039	1.35	$ 328,452	$ 163,226		$ 489,678	$ 3,764,201
88	N/A	7 MILE (FM 2221)	2039	1.35	$ 592,582	$ 296,291		$ 888,873	$ 6,814,995
89	N/A	8 MILE LINE	2039	1.35	$ 422,488	$ 211,254		$ 633,702	$ 4,868,379
90	N/A	8 MILE LINE	2039	1.35	$ 418,027	$ 209,314		$ 627,341	$ 4,814,211
91	N/A	10 MILE (MONTE CRISTO STREET)	2039	1.35	$ 624,366	$ 312,184		$ 936,549	$ 7,118,225
92	N/A	11 MILE LINE	2039	1.35	$ 422,488	$ 211,254		$ 633,702	$ 4,868,379
93	N/A	12 MILE LINE	2039	1.35	$ 284,067	$ 142,034		$ 426,101	$ 3,268,771
94	N/A	13 MILE LINE	2039	1.35	$ 268,843	$ 134,422		$ 403,265	$ 3,091,596
95	N/A	STORMWATER COLLECTION	2039	1.35	$ 3,770,027	$ 1,885,014		$ 5,655,041	$ 43,365,311
96	N/A	DOMESTIC WATER	2039	1.35	$ 4,663,271	$ 2,331,636		$ 6,994,907	$ 53,637,620
97	N/A	WASTEWATER	2039	1.35	$ 3,630,777	$ 1,815,389		$ 5,446,166	$ 41,753,941
THOROUGHFARE SUBTOTAL					$ 26,507,232	$ 13,253,619		$ 39,760,851	$ 304,873,178
THOROUGHFARE SUBTOTAL (PRESENT VALUE)					$ 19,634,987	$ 9,817,496		$ 29,452,482	$ 225,892,252
TOTAL COSTS					$ 47,341,013	$ 23,670,514	$ 1,041,692	$ 72,053,219	$ 545,463,361
TOTAL COSTS (PRESENT VALUE)					$ 36,067,417	$ 17,533,714	$ 771,624	$ 53,372,755	$ 404,046,934

** Elevated Tank / Ground Storage, Water Treatment Plant, and Wastewater Treatment Plant improvement costs not included in this estimate.

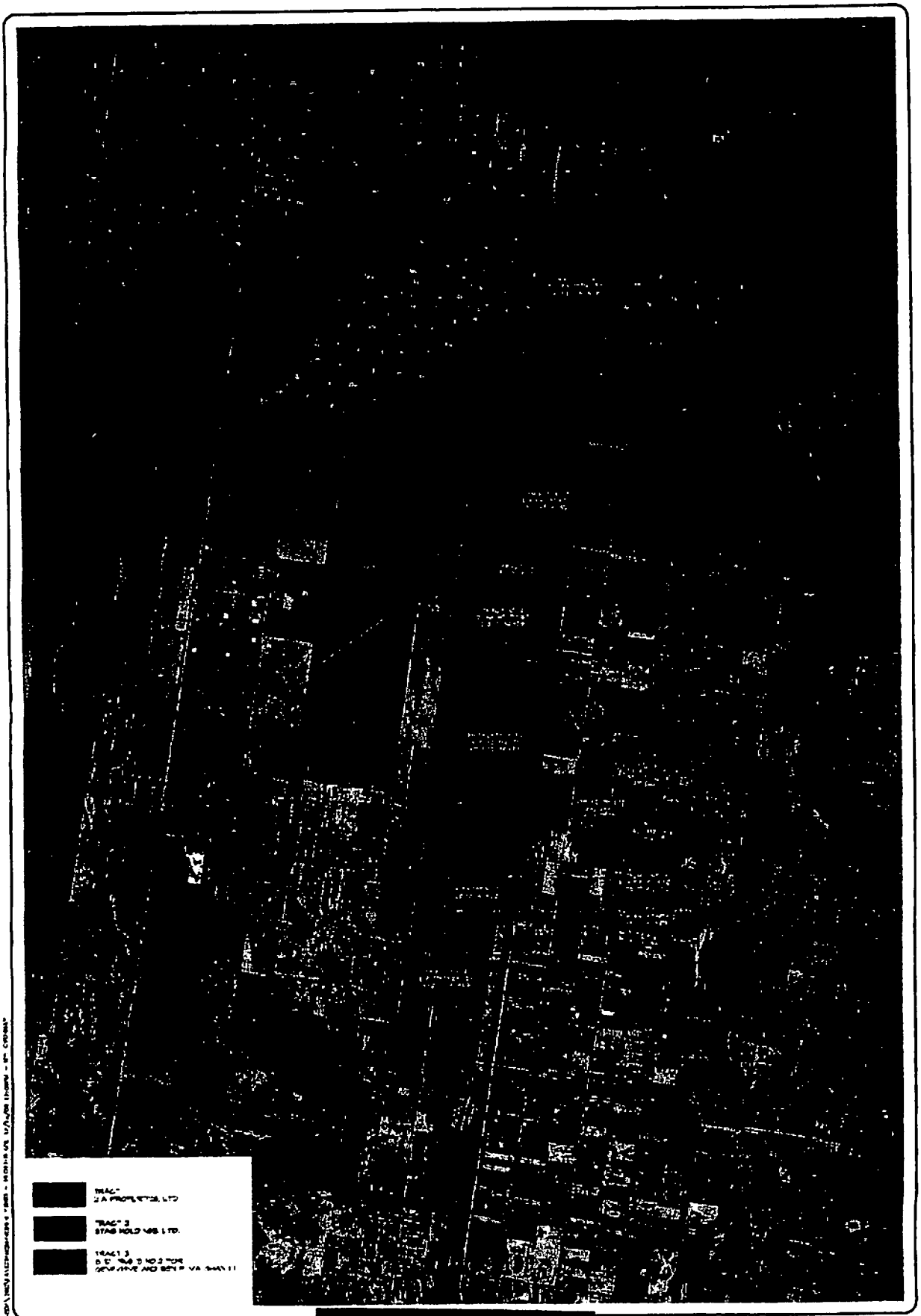
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LOONEY/VAUGHAN PROPOSED LAND USE PLAN - PROJECTED COSTS

TRACT NO.	TRACT ACRES	TYPE OF DEVELOPMENT	EST. YEAR	INFLATION FACTOR	HARD COST OF PUBLIC INFRASTRUCTURE				
					INTERNAL PAVING, DRAINAGE, & DETENTION 1	INTERNAL SANITARY SEWER 2	INTERNAL WATER DISTRIBUTION 3	LANDSCAPE / IRRIGATION COST 4	SUBTOTAL HARD COSTS 5
1	9	OFFICE	2030	1.35	$ 164,401	$ 130,698	$ 110,700	$ 8,713	$ 412,831
2	117	SINGLE-FAMILY	2030	1.35	$ 2,599,793	$ 1,919,634	$ 1,814,408	$ 87,385	$ 6,021,288
3	3	SINGLE-FAMILY	2002	1.35	$ 61,533	$ 48,227	$ 41,395	$ 2,238	$ 154,392
4	370	INDUSTRIAL	2039	1.35	$ 7,915,028	$ 6,350,280	$ 5,370,912	$ 282,580	$ 19,928,800
5	4	INDUSTRIAL	2039	1.35	$ 83,536	$ 67,127	$ 56,685	$ 2,981	$ 210,331
6	353	SINGLE-FAMILY	2039	1.35	$ 7,240,481	$ 5,782,330	$ 4,870,815	$ 263,287	$ 18,159,823
7	5	SINGLE-FAMILY	2039	1.35	$ 102,555	$ 82,044	$ 68,962	$ 3,729	$ 257,320
8	131	MULTI-FAMILY	2030	1.35	$ 2,298,110	$ 1,854,438	$ 1,514,481	$ 87,787	$ 5,764,724
9	8	RETAIL	2039	1.35	$ 110,387	$ 89,503	$ 74,586	$ 5,967	$ 280,442
10	13	RETAIL	2039	1.35	$ 179,376	$ 145,442	$ 121,202	$ 9,690	$ 455,718
11	5	RETAIL	2039	1.35	$ 68,992	$ 55,939	$ 46,616	$ 3,729	$ 175,276
12	9	RETAIL	2030	1.35	$ 124,185	$ 100,691	$ 83,909	$ 6,713	$ 315,497
13	3	INDUSTRIAL	2030	1.35	$ 62,652	$ 50,345	$ 42,514	$ 2,238	$ 157,749
14	7	INDUSTRIAL	2039	1.35	$ 146,188	$ 117,472	$ 99,199	$ 5,221	$ 368,080
15	90	INDUSTRIAL	2039	1.35	$ 1,870,558	$ 1,515,359	$ 1,275,414	$ 67,127	$ 4,732,455
16	112	INDUSTRIAL	2039	1.35	$ 2,339,006	$ 1,878,556	$ 1,587,182	$ 83,535	$ 5,889,282
17	89	MULTI-FAMILY	2030	1.35	$ 1,559,999	$ 1,261,243	$ 1,026,809	$ 66,351	$ 3,916,492
18	164	SINGLE-FAMILY	2030	1.35	$ 3,150,702	$ 2,528,061	$ 2,124,945	$ 114,862	$ 7,925,470
19	12	TOWN CENTER	2039	1.35	$ 187,056	$ 147,680	$ 123,304	$ 8,950	$ 469,990
20	5	SINGLE-FAMILY	2039	1.35	$ 102,555	$ 82,044	$ 68,962	$ 3,729	$ 257,320
21	35	OFFICE	2030	1.35	$ 630,572	$ 509,047	$ 430,732	$ 20,165	$ 1,605,456
22	16	RETAIL	2039	1.35	$ 220,773	$ 179,006	$ 149,171	$ 11,934	$ 560,884
23	13	RETAIL	2039	1.35	$ 179,376	$ 145,442	$ 121,202	$ 9,690	$ 455,718
24	90	OFFICE	2039	1.35	$ 913,674	$ 727,210	$ 615,331	$ 37,203	$ 2,293,568
25	13	RETAIL	2039	1.35	$ 179,376	$ 145,442	$ 121,202	$ 9,690	$ 455,718
26	1	RETAIL	2039	1.35	$ 13,798	$ 11,189	$ 9,323	$ 745	$ 35,055
27	48	OFFICE	2039	1.35	$ 840,580	$ 669,033	$ 566,105	$ 34,309	$ 2,110,028
28	16	RETAIL	2039	1.35	$ 220,773	$ 179,006	$ 149,171	$ 11,934	$ 560,884
29	16	RETAIL	2039	1.35	$ 220,773	$ 179,006	$ 149,171	$ 11,934	$ 560,884
30	63	OFFICE	2039	1.35	$ 1,151,229	$ 916,285	$ 775,318	$ 46,957	$ 2,889,029
31	14	RETAIL	2039	1.35	$ 193,177	$ 156,630	$ 130,525	$ 10,442	$ 490,773
32	2	RETAIL	2039	1.35	$ 27,597	$ 22,378	$ 18,648	$ 1,492	$ 70,116
33	180	SINGLE-FAMILY	2039	1.35	$ 3,281,788	$ 2,658,414	$ 2,207,735	$ 119,337	$ 8,234,254
34	207	SINGLE-FAMILY	2039	1.35	$ 4,248,787	$ 3,390,650	$ 2,850,257	$ 154,392	$ 10,653,086
35	33	OFFICE	2039	1.35	$ 603,025	$ 478,850	$ 400,118	$ 24,813	$ 1,513,715
36	3	OFFICE	2039	1.35	$ 54,920	$ 43,653	$ 36,920	$ 2,238	$ 137,810
37	9	RETAIL	2039	1.35	$ 82,790	$ 67,127	$ 56,939	$ 4,475	$ 210,331
38	16	RETAIL	2039	1.35	$ 137,983	$ 111,878	$ 93,232	$ 7,459	$ 350,552
39	13	RETAIL	2039	1.35	$ 179,376	$ 145,442	$ 121,202	$ 9,690	$ 455,718
40	1	RETAIL	2039	1.35	$ 13,798	$ 11,189	$ 9,323	$ 745	$ 35,055
41	177	SINGLE-FAMILY	2039	1.35	$ 3,630,480	$ 2,904,385	$ 2,442,307	$ 132,617	$ 9,109,144
42	8	RETAIL	2039	1.35	$ 110,387	$ 89,503	$ 74,586	$ 5,967	$ 280,442
43	12	RETAIL	2039	1.35	$ 165,580	$ 134,254	$ 111,878	$ 8,950	$ 420,663
44	180	SINGLE-FAMILY	2039	1.35	$ 3,691,960	$ 2,953,581	$ 2,483,702	$ 134,254	$ 9,263,536
45	14	RETAIL	2039	1.35	$ 193,177	$ 156,630	$ 130,525	$ 10,442	$ 490,773
46	3	RETAIL	2039	1.35	$ 41,395	$ 33,564	$ 27,970	$ 2,238	$ 105,166
47	65	OFFICE	2039	1.35	$ 1,187,776	$ 945,373	$ 795,031	$ 48,481	$ 2,981,661
48	15	OFFICE	2039	1.35	$ 274,102	$ 218,163	$ 184,559	$ 11,169	$ 688,052
49	31	RETAIL	2039	1.35	$ 427,749	$ 346,823	$ 289,019	$ 23,122	$ 1,086,713
50	61	RETAIL	2039	1.35	$ 841,600	$ 682,459	$ 568,715	$ 45,497	$ 2,138,370
51	9	TOWN CENTER	2039	1.35	$ 140,007	$ 110,760	$ 93,978	$ 6,713	$ 352,417
52	71	MULTI-FAMILY	2039	1.35	$ 1,244,481	$ 1,008,160	$ 820,815	$ 52,936	$ 3,124,392
53	139	RETAIL	2039	1.35	$ 1,917,970	$ 1,555,110	$ 1,295,025	$ 103,574	$ 4,872,680
54	203	TOWN CENTER	2039	1.35	$ 3,179,586	$ 2,490,240	$ 2,119,724	$ 151,406	$ 7,948,964
55	43	OFFICE	2039	1.35	$ 785,760	$ 625,401	$ 520,183	$ 32,072	$ 1,972,417
56	13	OFFICE	2039	1.35	$ 237,555	$ 189,076	$ 159,980	$ 9,690	$ 596,312
57	17	RETAIL	2039	1.35	$ 234,572	$ 190,183	$ 158,494	$ 12,680	$ 595,930
58	61	OFFICE	2039	1.35	$ 1,114,882	$ 887,196	$ 750,704	$ 45,497	$ 2,798,080
59	24	RETAIL	2039	1.35	$ 331,160	$ 268,508	$ 223,757	$ 17,901	$ 841,326
60	8	RETAIL	2039	1.35	$ 68,992	$ 55,939	$ 46,616	$ 3,729	$ 175,276
61	10	RETAIL	2039	1.35	$ 262,159	$ 212,566	$ 177,141	$ 14,171	$ 665,950
62	8	RETAIL	2039	1.35	$ 82,790	$ 67,127	$ 55,939	$ 4,475	$ 210,331
63	253	OFFICE	2039	1.35	$ 4,623,191	$ 3,679,882	$ 3,113,577	$ 188,703	$ 11,605,152
64	8	RETAIL	2039	1.35	$ 110,387	$ 89,503	$ 74,586	$ 5,967	$ 280,442
65	2	RETAIL	2039	1.35	$ 27,597	$ 22,378	$ 18,648	$ 1,492	$ 70,116
66	51	OFFICE	2039	1.35	$ 931,948	$ 741,754	$ 627,539	$ 38,009	$ 2,339,370
67	12	OFFICE	2039	1.35	$ 219,282	$ 174,530	$ 147,669	$ 8,950	$ 550,442
68	98	MULTI-FAMILY	2039	1.35	$ 1,717,707	$ 1,368,785	$ 1,132,856	$ 73,004	$ 4,312,541
69	61	RETAIL	2039	1.35	$ 841,600	$ 682,459	$ 568,715	$ 45,497	$ 2,138,370
70	28	RETAIL	2039	1.35	$ 278,957	$ 222,757	$ 185,464	$ 14,917	$ 701,105
71	12	RETAIL	2039	1.35	$ 165,580	$ 134,254	$ 111,878	$ 8,950	$ 420,663
72	24	RETAIL	2039	1.35	$ 331,160	$ 268,508	$ 223,757	$ 17,901	$ 841,326
73	131	INDUSTRIAL	2039	1.35	$ 2,735,801	$ 2,198,412	$ 1,830,436	$ 97,707	$ 6,862,356
74	131	OFFICE	2039	1.35	$ 2,393,826	$ 1,905,290	$ 1,612,189	$ 97,707	$ 6,008,992
75	90	OFFICE	2039	1.35	$ 913,674	$ 727,210	$ 615,331	$ 37,203	$ 2,293,568
76	70	OFFICE	2039	1.35	$ 1,278,144	$ 1,018,094	$ 861,464	$ 52,210	$ 3,210,912
77	28	OFFICE	2039	1.35	$ 511,657	$ 407,238	$ 344,585	$ 20,884	$ 1,284,365
78	42	OFFICE	2039	1.35	$ 767,486	$ 610,856	$ 516,878	$ 31,326	$ 1,926,547
79	61	INDUSTRIAL	2039	1.35	$ 1,270,923	$ 1,023,848	$ 864,448	$ 45,497	$ 3,207,553
DEVELOPMENT SUBTOTAL					$ 82,867,997	$ 66,373,757	$ 56,772,528	$ 3,323,516	$ 209,337,818
DEVELOPMENT SUBTOTAL (PRESENT VALUE)					$ 61,353,782	$ 49,155,748	$ 41,312,983	$ 2,461,876	$ 154,324,389
MAJOR THOROUGHFARES									
80	N/A	ONE OVERPASS @ 5 MILE (FM 676)	2039	1.35	$ 5,400,000				$ 5,400,000
81	N/A	ONE OVERPASS @ 7 MILE (FM 2221)	2039	1.35	$ 5,400,000				$ 5,400,000
82	N/A	ONE OVERPASS @ 10 MILE (MONTE CRISTO	2030	1.35	$ 5,400,000				$ 5,400,000
83	N/A	ONE OVERPASS @ 12 MILE	2039	1.35	$ 5,400,000				$ 5,400,000
84	N/A	FRONTAGE ROAD	2039	1.35	$ 50,159,738				$ 50,159,738
85	N/A	GILES CR 2418	2039	1.35	$ 34,872,784				$ 34,872,784
86	N/A	5 MILE (FM 676)	2039	1.35	$ 4,200,286				$ 4,200,286
87	N/A	6 MILE LINE	2039	1.35	$ 3,284,523				$ 3,284,523
88	N/A	7 MILE (FM 2221)	2039	1.35	$ 5,925,822				$ 5,925,822
89	N/A	8 MILE LINE	2039	1.35	$ 4,224,677				$ 4,224,677
90	N/A	9 MILE LINE	2039	1.35	$ 4,156,270				$ 4,156,270
91	N/A	10 MILE (MONTE CRISTO STREET)	2039	1.35	$ 6,343,683				$ 6,343,683
92	N/A	11 MILE LINE	2039	1.35	$ 4,224,677				$ 4,224,677
93	N/A	12 MILE LINE	2039	1.35	$ 2,840,670				$ 2,840,670
94	N/A	13 MILE LINE	2039	1.35	$ 2,688,431				$ 2,688,431
95	N/A	STORMWATER COLLECTION	2039	1.35	$ 37,700,270				$ 37,700,270
96	N/A	DOMESTIC WATER	2039	1.35	$ 40,832,713				$ 40,832,713
97	N/A	WASTEWATER	2039	1.35	$ 30,307,775				$ 30,307,775
THOROUGHFARE SUBTOTAL					$ 265,072,325				$ 265,072,325
THOROUGHFARE SUBTOTAL (PRESENT VALUE)					$ 196,348,870				$ 196,348,870
TOTAL COSTS					$ 347,940,322	$ 66,373,757	$ 56,772,528	$ 3,323,516	$ 473,410,143
TOTAL COSTS (PRESENT VALUE)					$ 257,733,572	$ 49,155,748	$ 41,312,983	$ 2,461,876	$ 350,674,179

** Elevated Tank / Ground Storage, Water Treatment Plant, and Wastewater Treatment Plant improvement costs not included in this estimate.

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TRACT 1
J A PROPERTIES, LTD

TRACT 2
STAG HOLD VIII, LTD.

TRACT 3
D.C. TRACT 3 NO 2 TOR
GROVE AVE AND BETH VA SHEET 11

HDA 60 COUNTY LOOP
SECTION C

NORTH

EXHIBIT

D

Consort, Inc

AI-18218 **10.C.**

Permission to use Courthouse Auditorium

CC REGULAR

Date:	10/27/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Requesting permission by CSCD (Adult Probation) to use the Courthouse Auditorium on Saturday, October 31, 2009 from 6pm to 10pm for Halloween Lock Down

BACKGROUND

Fiscal Impact

Attachments

Link: auditorium

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 04:43 PM	APRV
2	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 10/23/2009 04:36 PM

Final Approval Date: 10/23/2009

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

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

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

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

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

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

LETICIA LOPEZ
JUDGE 319TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

ISRAEL RAMON, JR.
JUDGE 430TH DISTRICT COURT

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

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

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

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

October 15, 2009

Daniel Flores, Director
Building & Ground
County of Hidalgo

Dear Flores,

Once more we are getting ready to have our annual Halloween Lock Down. The event consists of having all our probationers that have been placed on probation for sex offenses, report to the Courthouse Auditorium. I am requesting your approval to use the Courthouse Auditorium on that day. The event will take place on October 31, 2009 from 6:00 p.m. to 10:00 p.m.

Thank you for your assistance on this matter.

Sincerely,

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ah

AI-18123 **11.A.**

Illinois Union Ins. Company SIR Check

CC REGULAR

Date:	10/27/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept a check (#NB91200088) from Illinois Union Insurance Company in the amount of $33,156.57 for payment in connection with claim for Carlos Garza, CL-06-3028-B.

BACKGROUND

DOL: 08/30/05
La Joya School Bus Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/23/2009 05:29 PM	NEW
2	Erika Zamora	Erika Zamora	10/23/2009 09:01 AM	APRV
3	Auditor's Office	Angela Garcia	10/23/2009 05:29 PM	APRV

Form Started By: Aida Alvarez — Started On: 10/21/2009 08:58 AM

Final Approval Date: 10/23/2009

AI-17997 **13.A.**

2009 Homeland Security Grant

CC REGULAR

Date: 10/27/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION

Information

CAPTION

Authorization and approval to accept the 2009 Homeland Security Grant program from the Texas Division of Emergency Management (GDEM) in the amount of $843,860.48.

BACKGROUND

This is a reimbursement grant. Deadline for returning the signed Notice of Sub-Recipent Award is November 18, 2009.

Federal Grant Award Number: 2009-SS-T9-0064
Performance Period : August 1, 2009 to April 15, 2012

Appropriation of the grant budget in the amount of $843,860.48 will be submitted at a later date.

*No Local cash match is required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Appropriation will be submitted at a later date.

Attachments

Link: Grant Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/19/2009 01:28 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 01:58 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Belinda Alvarez — Started On: 10/13/2009 02:24 PM

Final Approval Date: 10/23/2009

Texas Division of Emergency Management

2009 Sub-Recipient Agreement
for

Hidalgo County

September 29, 2009

2. Prepared by: Denson, Erin | **3. SAA Award Number:** 09-SR 48215-02

Judge J.D. Salinas III
Hidalgo County
100 E Cano, 2nd Floor
Edinburg, TX 78539

Federal Grant Title:	**Homeland Security Grant Program**
Federal Grant Award Number:	2009-SS-T9-0064
Date Federal Grant Awarded to TDEM:	August 1, 2009
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

Total Award Amount
CFDA: 97.067

$843,860.48

Note: Additional Budget Sheets (Attachment A): ☐ **Yes** ☐ **No**

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$526,604.55	$317,255.93	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 15, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

Approving TDEM Official:

Jack Colley, Chief
Texas Division of Emergency Management
Department of Public Safety

Signature of TDEM Official:



I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: November 18, 2009

Signed award and Direct Deposit Form (if applicable) must be returned to TDEM on or before the above due date.

INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

SECTION 1: Check the appropriate box(es)

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
  - **a.** Complete Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
  - **a.** Payee completes Sections 2 & 3.
- **CHANGE FINANCIAL INSTITUTION**
  - **a.** Payee completes Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
  - **a.** Payee completes Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
  - **a.** Payee completes Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.

SECTION 2: PAYEE IDENTIFICATION

Item 1 Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.

Item 2 If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.

SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

Items 10, 11 & 12 The individual authorizing must sign, print their name and date the form.

NOTE: No alterations in this section will be allowed.

SECTION 4: FINANCIAL INSTITUTION

Section 4 is recommended to be completed by a financial institution.

NOTE: Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

SECTION 5: CANCELLATION BY AGENCY *(State agency use only)*

Sections 5 & 6 to be completed by the paying state agency.

SECTION 6: PAYING STATE AGENCY *(State agency use only)*

Section 6 to be completed by the paying state agency before the form can be processed.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

FY 2009 INVESTMENTS APPROVED BY DHS

State Investments

1. Improve Communication Interoperability
2. Intelligence and Information Sharing and Dissemination
3. Enhance State, Regional and Local Planning
4. Enhance State, Regional and Local EOCs
5. CBRNE Detection, WMD, Hazmat Response and Decon
6. Protection Critical Infrastructure
7. Community Preparedness & Emergency Public Information & Warning
8. Strengthen Medical Surge and Mass Prophylaxis
9. Enhance Border Security Program
10. Reduce Threats to Agriculture & Enhance Emergency Response
11. Search and Rescue Capability

Note: *Highlighted investments are multi-regional projects*

Austin Area UASI Investments

1. Tom Miller Dam Target Hardening
2. Planning and Coordination
3. Austin Regional Intelligence Center
4. TEXAS PEER-TO-PEER UASI PLANNING NETWORK

Dallas/Fort Worth/Arlington Area UASI Investments

1. All Hazards Incident Management Team Development & Enhancement
2. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
3. Regional Multi-Agency Intelligence Fusion Center and Data Sharing
4. Critical Infrastructure Security Enhancement
5. Enhance Command and Control At All Levels to Include Emergency Operation Center Functions
6. Enhance Law Enforcement Capability to Respond to Terrorism Incidents and Catastrophic Events
7. Enhance CBRNE Response Capability Including HazMat and Specialized Fire Response
8. Enhance Search and Rescue Capability to Respond to Terrorism Incidents and Catastrophic Events
9. Enhance Medical Surge, Mass Prophylaxis, and Fatality Management Capability
10. Enhance Interoperable Communications

11. Public Outreach Programs, Citizen Corps, and Citizen Preparedness
12. Regional and Urban Area Planning
13. Regional and Urban Area Training and Exercise

El Paso Area UASI Investments

1. El Paso-UASI/Region-09 P25 Interoperability Communications Project
2. Purchase and Logistical Support for Regional Self Contained Breathing Apparatus Project Phase II
3. All Hazards Incident Management Team Development & Enhancement
4. Coordinated efforts to protect Critical Infrastructure and Key Resources – El Paso Water Utilities
5. Planning and Coordination
6. Urban and Regional area Hazmat, Chemical, Biological, Radiological Response Enhancement Project
7. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
8. Ready El Paso Citizen Corps Campaign
9. Regional Medical Operations Center (RMOC) Enhancement
10. El Paso-UASI/Region-08 Urban Search and rescue Enhancement Program
11. Rio Grande Information & Intelligence Center

Houston Area UASI Investments

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. Regional Emergency Management Improvements
3. Citizen Preparedness, Public Outreach & Communication
4. Regional Planning & Coordination
5. Interoperable Communications
6. Prevention: Fusion Center & Regional AFIS
7. Protection: Public Safety Video & Target Hardening
8. Response: Enhance CBRNE Response Capability
9. Enhance Health & Medical Capabilities

San Antonio Area UASI Investments

1. All Hazards Incident Management Team Development & Enhancement
2. Enhance IED Preparedness and Response Capabilities
3. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
4. San Antonio Urban Area Fusion Center
5. Enhance Citizen Preparedness and Response Participation
6. Enhance EOC Capabilities
7. Sustain & Protect Critical Infrastructure and Key Resources
8. Enhance Medical Surge Capabilities
9. Sustain & Enhance WMD/CBRNE Response Capabilities

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. Measure of Liability. TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TDEM's Right to Terminate. TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30^{th}) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see *http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm*

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) *http://www.ojp.usdoj.gov/financialguide/*

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principals for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at *http://www.ojp.usdoj.gov/odp/docs/bulletins.htm* and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) *http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf*

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at *http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html* and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, *http://www.statutes.legis.state.tx.us/?link=GV* ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

Sub-recipients must also comply with 44, C.F.R., Part 13,
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;
with 2C.F.R. Part 215 *http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215* , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, _____ (print) as the authorized official of _____, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to *www.epls.gov* and the State Debarred Vendor List *http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/*.

2. Have not within a three-year period preceding this 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

_____ _____

Signature Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, _____ (print), as the authorized official of _____ certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an 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 Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that 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 § 1352. 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.

_____ _____

Signature Date

Comptroller of Public Accounts 74-176
(Rev.4-05/4)

For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1

☐ New setup	*(Sections 2, 3 & 4)*	☐ Change financial institution	*(Sections 2, 3 & 4)*
☐ Cancellation	*(Sections 2 & 3)*	☐ Change account number	*(Sections 2, 3 & 4)*
		☐ Change account type	*(Sections 2, 3 & 4)*

PAYEE IDENTIFICATION

SECTION 2

1. Social Security number or Federal Employer's Identification (FEI)		2. Mail code *(If not known, will be completed by Paying State Agency)*	
3. Name		4. Business phone number ( )	
5. Mailing address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3

9. Pursuant to *Section 403.016,* Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION *(Completion by financial institution is recommended.)*

SECTION 4

13. Financial institution name	14. City	15. State
16. Routing transit number	17. Customer account number *(Dashes required* ☐ **YES)**	18. Type of account ☐ **Checking** ☐ **Savings**
19. Representative name *(Please print)*	20. Title	
21. Representative signature *(Optional)*	22. Phone number ( )	23. Date

CANCELLATION BY AGENCY

SEC. 5

24. Reason	25. Date

PAYING STATE AGENCY

SECTION 6

26. Signature	27. Printed name	
28. Agency name	29. Agency number	
30. Comments	31. Phone number ( )	32. Date

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf

For additional information or assistance, please contact the Claims Division by:
Email: claims.pin@cpa.state.tx.us
Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

AI-18146 **14.A.**

Budget & Program Amendment - City of La Joya
CC REGULAR

Date: 10/27/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION
Urban County Program is requesting approval of a Budget and Program Amendment for the City of La Joya Urban County Program Year 22 (2009).

BACKGROUND
The proposed amendment for City of La Joya will affect the existing work plans in UCP Year 22 (2009). A Public Hearing was held on October 12, 2009 at 6:00 p.m., and citizen participation requirements have been met. See attached detailed amendment.

The proposed budget and program amendment will increase funds and add to the Parks, Recreational Facilities work plan: Development of park at Military Road to include and walking trail, playscapes, sport fields, seating and recreational related equipment, materials and/or construction.

The proposed budget and program amendment will delete the Water/Sewer Improvements activity and transfer funds into the Recreational Facilities line item.

Fiscal Impact

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

BUDGETARY IMPACT:
Proposed budget & program amendment will be utilizing Urban County Program Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: budget amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 03:14 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2009 03:28 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Estella Webber — Started On: 10/21/2009 02:41 PM

Final Approval Date: 10/23/2009

Monica Luna

From: cityoflajoya@aol.com
Sent: Tuesday, October 20, 2009 3:29 PM
To: mluna@bizrgv.rr.com
Subject: Program Budget and Amendments

Dear Ms. Luna:

The City of La Joya held their regular monthly meeting on October 12, 2009. A public hearing was conducted and action was taken for the approval of the Budget and Program Amendments and were unanimously approved. I will be submitting a copy of the approved minutes at a later date.

If you should have any questions or require additional information, please do not hesitate to contact me to our direct line at 956-580-7001. Thank you for your immediate attention and cooperation in this matter.

Sincerely,
Mike Alaniz, City Administrator

CITY OF LA JOYA
PUBLIC HEARING NOTICE
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, CITY OF LA JOYA WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET AND PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 22 (2009).

THE PUBLIC HEARING WILL BE HELD ON MONDAY, OCTOBER 12, 2009 AT 6:00 P.M. AT THE CITY OF LA JOYA CITY HALL LOCATED AT 101 NORTH LEO AVENUE, LA JOYA, TEXAS 78560.

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

Existing Budget	**Urban County Year 22 (2009)**	**Proposed Budget**
$ 20,000.00	Parks, Recreational Facilities (+$30,000)	$ 50,000.00
$ 30,000.00	Water/Sewer Improvements (- $30,000)	$ 0.00
$207,011.00	Street Improvements	$ 207,011.00
$ 20,000.00	Fire Station Equipment	$ 20,000.00
$ 28,000.00	Senior Services	$ 28,000.00
$ 24,000.00	Youth Services	$ 24,000.00
$ 5,000.00	General Administration	$ 5,000.00
$334,011.00		$ 334,011.00

The proposed budget and program amendment will **increase** funds and **add** to the Parks, Recreational Facilities work plan: *Development of park at Military Road to include walking trail, playscapes, sport fields, seating and recreational related equipment, materials, and/or construction.*

The proposed budget and program amendment will **delete** the Water/Sewer Improvements activity and transfer funds into the Recreational Facilities line item.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

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

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 581-7002.

WRITTEN COMMENTS CAN BE FORWARDED TO:

MAYOR WILLIAM "BILLY" LEO
CITY OF LA JOYA
101 NORTH LEO AVENUE
LA JOYA, TEXAS 78560

AI-18145 **14.B.**

Engineering services - City of Palmview (Pct. #3)

CC REGULAR

Date:	10/27/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services in connection with Hidalgo County Urban County Program Year 21 (2008) & Year 22 (2009) Street Improvements in the City of Palmview / Precinct #3.

2. Presentation of the scoring grid (of at least three (3) Engineering firms from the County's approved "pool" as graded and evaluated by the City, UCP, Precinct No. 3 and Hidalgo County Purchasing) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Street Improvement project in the City of Palmview.

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Palmview Street Improvement project.

BACKGROUND

The City of Palmview, Precinct No. 3, UCP and Purchasing have graded three engineering firms from the County's approved "pool". Sames Engineering, S&B Infrastructure, Ltd. and L&G Engineering were rated for the 2008/2009 Street Improvement project in the City of Palmview.
See attached Grading-Scoring Grid.

Funds Available:	$ 546.98	Year 17 (2004) Palmview Street Improvement funds
	$ 8,829.25	Year 20 (2007) Precinct No. 3 (Palmview) recaptured funds
	$ 34,011.00	Year 21 (2008) Palmview Street Improvement funds
	$334,011.00	Year 22 (2009) Precinct No. 3 (Palmview) recaptured funds
	$377,398.23	TOTAL

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Available funds: $377,398.23

Attachments

Link: Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:18 PM	APRV
2	Perla Lopez	Perla Lopez	10/22/2009 03:46 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Estella Webber — Started On: 10/21/2009 02:32 PM

Final Approval Date: 10/23/2009

City of Palmview (Precinct 3)
UCP YR 21 (2008) & YR 22 (2009)
Professional Engineering Services
Street Improvements – Lighting at Tierra Linda Subdivision
Grading-Ranking Grid

Criteria	S & B Infrastructure				L & G Engineers				Sames Engineering			
	Grader 1	Grader 2	Grader 3	Grader 4	Grader 1	Grader 2	Grader 3	Grader 4	Grader 1	Grader 2	Grader 3	Grader 4
Professional Qualifications of Team	19	18	18	20	19	20	17	20	20	15	17	20
Experience of Project Team	25	23	23	23	25	25	23	23	25	20	23	23
Experience / Availability of Project Manager	20	20	18	19	19	20	15	19	20	15	19	20
Understanding of Project	25	23	23	25	24	24	20	25	25	20	23	25
Familiarity with Applicable Rules & Regulations	10	10	9	10	10	10	8	10	10	10	8	10
TOTALS	99	94	91	97	97	99	83	97	100	80	90	98
AVERAGES	95.25				94.00				92.00			
RANKING	1				2				3			

Grader # 1: Robert Barrera, City of Palmview
Grader # 2: Commissioner Joe M. Flores, Precinct No. 3
Grader # 3: Yvette S. Islas, Purchasing Department
Grader # 4: Antonio Barco, Urban County Program

AI-18107 **14.C.**

Improvement Project - City of Edcouch

CC REGULAR

Date:	10/27/2009
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 J.E. Saenz & Associates, Inc. in the amount of $9,350.00 utilizing Years 20 & 21 (2007/2008) funds for Water/Sewer Improvements which include improvements to water standpipe within the City of Edcouch.

BACKGROUND

J.E. Saenz & Associates, Inc has submitted a best and final offer for professional engineering services for the water standpipe project located within the City of Edcouch. J.E. Saenz & Associates, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval is in the amount of $9,350.00.
See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 9,350.00

Funds Available: $ 8,922.94 (2007 – Water/Sewer Improvements – City of Edcouch)
$ 110,399.90 (2008 – Water/Sewer 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 2007 & 2008 (FY 20 & 21) Water/Sewer Improvements-City of Edcouch Funds for this project.

Contract Amount: $ 9,350.00
Funds Available: $ 8,922.94 (FY 20-2007)
$ 110,399.90 (FY 21-2008)

Attachments

Link: water sewer project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	10/20/2009 04:22 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2009 08:59 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Estella Webber Started On: 10/20/2009 02:13 PM

Final Approval Date: 10/23/2009

CITY OF EDCOUCH

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

October 20, 2009

Antonio Barco, Manager
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Stand Pipe Project

Dear Mr. Barco:

Please be advised that our Board of Aldermen met at Special Meeting held October 14, 2009, and accepted the best and final offer of $9,350.00 given by J.E. Saenz, Please place this item for consideration before the Hidalgo County Commissioners Court as soon as possible.

If you should require additional information please contact my office at your earliest convenience.

Thank You

Delmira Olivarez
Ckdgr.

OCT 20 2009

October 14, 2009

To Whom It May Concern:

As required, I am sending you complete and certified excerpt from the minutes of October 14, 2009 Special Meeting of the Board of Aldermen of the City of Edcouch @ 6:00 P.M.

Item IV. New BUSINESS

A. DISCUSSION AND ACTION ON ACCEPTING LETTER OF BEST AND FINAL OFFER FROM J.E.SAENZ, ENGINEERING STAND PIPE PROJECT

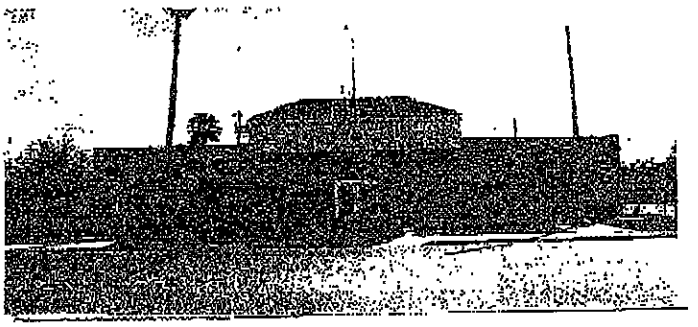
Mayor Robert S. Schmalzried asked Mrs. Olivarez for and update. Mrs. Olivarez explain that J.E. Saenz had proposed a lump sum of $9,350.00 and recommended that the council accept the offer Because it was reasonable % of the estimate project cost. Commissioner Eddy Gonzalez, made the first motion and it Second by Commissioner Melody Galvan, motion carried unanimous.

Delmira Olivarez 10/15/09

Delmira Olivarez Date
City Manager

City of Edcouch

JOSE R. GUZMAN, Mayor
EDDY GONZALEZ, Mayor Pro-Temp.
OFELIA A. VALLEJO, Alderwoman - Pl. 1
ENRIQUE MARTINEZ, Alderman - Pl. 2
RUTH RUIZ, Alderwoman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
DELMIRA Y. OLIVAREZ, City Manager



**********CONFINDENTIALITY NOTICE**********

This facsimile message and accompanying documents contain information from the City of Edcouch, which may be CONFIDENTIAL AND/ OR PRIVILEGED. The information is intended to be for use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this facsimile in error, please notify us by telephone immediately. Thank You

TO: Monica Leal DATE: 10/20/2009

FAX: 787-5291 PAGES: 2 (INCLUDING COVER SHEET)

FROM: Delmira Olivarez

SUBJECT: STAND PIPE

COMMENTS: Best & Final Offer - Scope

PLEASE CALL AS SOON AS POSSIBLE IF ALL PAGES ARE NOT RECEIVED OR IF THERE ARE ANY OTHER PROBLEMS WITH THE TRANSMITTAL OF THIS FAX AT (956) 262-2140

211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE FIRM REGISTRATION No. 1273

September 28, 2009

Delmira Olivarez
City Manager
211 Southern Street
Edcouch, TX 78538

Re: Water Treatment Plant-Ground Storage Tank (Best and final offer Letter)
City of Edcouch

Mrs. Olivarez,

We are pleased to submit this best and final offer letter for design and construction services for the proposed ground storage tank improvements at the City of Edcouch water treatment plant. The following services will be provided during the design and construction period:

1) Survey topography of Ground Storage Tank area
2) Specifications and drawings for the proposed Ground Storage Tank Improvements
3) Bid Soliciting
4) Conduct bid opening
5) Recommendation to the board
6) Periodic observations of the project
7) Review invoices submitted by contractor
8) Provide asbuilts drawings

Our lump sum fee for these items is $9,350.00. We will need from your office upon approval, permission and access to the site. Attached please find a preliminary total cost estimate for the ground storage tank improvements.

We appreciate your consideration in this project. If you have any questions, please don't hesitate to contact us.

Sincerely,

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

OCT 20 2009

F:\JESAENZ\ENGPROJS\Eng2009\ENG 09 005-City of Edcouch\Edcouch Proposals\Stand Pipe Refurbish\Proposal Construction Sevices Stand Pipe.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 27th day of **October 2009** by and between **City of Edcouch,** (hereinafter called the "Party") and **J.E. Saenz & Associates, Inc.**, duly authorized Engineer, herein acting by **Jose E. Saenz, President** (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 **Water/Sewer Improvements** Account(s) **5007/08-20-0310-5000-2000**. *(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 **$ 9,350.00** 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.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **October 27, 2009**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Jose E. Saenz, President

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

Address: **211 E. Wisconsin**
City/ST/ZIP: **Edinburg, TX 78539**

FED ID #/SS #: **74-2741752**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of Edcouch:

_____ _____
City Secretary Mayor Robert Tanguma Schmalzried

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE FIRM REGISTRATION No. 1273

September 28, 2009

Delmira Olivarez
City Manager
211 Southern Street
Edcouch, TX 78538

Re: Water Treatment Plant-Ground Storage Tank (Best and final offer Letter)
City of Edcouch

Mrs. Olivarez,

We are pleased to submit this best and final offer letter for design and construction services for the proposed ground storage tank improvements at the City of Edcouch water treatment plant. The following services will be provided during the design and construction period:

1) Survey topography of Ground Storage Tank area
2) Specifications and drawings for the proposed Ground Storage Tank Improvements
3) Bid Soliciting
4) Conduct bid opening
5) Recommendation to the board
6) Periodic observations of the project
7) Review invoices submitted by contractor
8) Provide asbuilts drawings

Our lump sum fee for these items is $9,350.00. We will need from your office upon approval, permission and access to the site. Attached please find a preliminary total cost estimate for the ground storage tank improvements.

We appreciate your consideration in this project. If you have any questions, please don't hesitate to contact us.

Sincerely,

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

OCT 20 2009

F:\JESAENZ\ENGPROJS\Eng2009\ENG 09 005-City of Edcouch\Edcouch Proposals\Stand Pipe Refurbish\Proposal Construction Sevices Stand Pipe.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

AI-18137 **14.D.**

Fire station equipment purchase - City of Hidalgo

CC REGULAR

Date:	10/27/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for the City of Hidalgo is requesting authority to purchase fire station equipment from Hoyt Breathing Air Products (lowest bidder meeting all specifications and/or requirements) in the amount of $34,873.20 ($4,359.15 per unit x 8 units) for the Hidalgo Fire Department utilizing Hidalgo UCP Year 20(2007) and Year 22(2009) fire station/equipment funds.

BACKGROUND

City of Hidalgo has allocated a total of $37,044.35 from it's 2007 & 2009 FY funding, for the purchase of self contained breathing apparatus for their fire department. There was one sealed bid received, it has been reviewed and approved by the Hidalgo Fire Chief and has met the specifications.
See attached bid tabulation and letter of request.

Vendor:	Hoyt Breathing Air Products	
Amount:	$34,873.20 ($ 4,359.15 per unit x 8)	
Funds Available:	$ 32,044.35 2007	Hidalgo Fire Station/Equipment funds
	$ 5,000.00 2009	Hidalgo Fire Station/Equipment funds
	$ 37,044.35	TOTAL

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding for the Hidalgo Fire Department equipment purchase will utilize Urban County Year 20 (2007) and Year 22 (2009) fire station/equipment funds.

Attachments

Link: Letter

Link: Bid Tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	10/21/2009 04:45 PM	APRV
2	Perla Lopez	Perla Lopez	10/23/2009 09:06 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Estella Webber

Started On: 10/21/2009 01:41 PM

Final Approval Date: 10/23/2009

HIDALGO FIRE DEPARTMENT

HIDALGO
All-America City
2004

October 21, 2009

Monica Luna, UCP
Urban County Program
1916 Tesoro Blvd.
Pharr, Tx 78577

RE: Bid Packet Review

Ms. Luna,
I have reviewed the only bid that was submitted by Hoyt Breathing Air Products. The bid price is within the price range expected and meets all specification requirements.

Please proceed to place the approval of the bid before Hidalgo County Commissioners' Court at your earliest convenience. If you have any questions or concerns, you may call me at (956) 843-8101.

Sincerely,

Rolando Reyes, Fire Marshal
Hidalgo Fire Department

OCT 22 2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 2, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: City of Hidalgo – Fire Station Equipment "Purchase of Self Contained Breathing Apparatus"

BID NO: 5007-35-0315-5000-3500-MB			**PROCURMENT SPECIALIST:**	
BID # RFB#	**NAME OF COMPANY**	**UNIT PRICE**	**TOTAL PRICE**	**BID BOND OR CHECK INCLUDE**
#1	Hoyt Breathing Air Prod. Quinlan, TX		$4,359.15 ea	
#2				
#3				
4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				

AI-18111 **14.E.**

Contract extension - Affordable Homes of South Texas

CC REGULAR

Date:	10/27/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval for a six (6) month extension to the FY 07 Contract between the Urban County Program and Affordable Homes of South Texas, Inc. (AHSTI)

BACKGROUND

The UCP entered into contract with AHSTI on November 7, 2007 in the amount of $500,000. The purpose of this contract was to build sixteen (16) single-family homes. Currently, AHSTI has submitted all family names and addresses however some of these units are still under construction and pending loan closings. The UCP has committed all FY 07 funds for this contract and has expended $36,027.91 for reimbursement of costs. At this point, AHSTI is working on completing construction and loan closings so that all pertinent documentation may be submitted in order to initiate final payment. The UCP recommends approval of this extension in order to allow for compliance of the contract terms.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: extension agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/20/2009 04:23 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2009 09:40 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Estella Webber — Started On: 10/20/2009 03:31 PM

Final Approval Date: 10/23/2009

AFFORDABLE HOMES of SOUTH TEXAS, *Inc.*

A NON-PROFIT HOUSING INITIATIVE SINCE 1976

1420 Erie Avenue
McAllen, Texas 78501

T. 956 687 6263
F. 956 682 9751

August 27, 2009

Diane Serna, Director
Hidalgo County Urban County
1916 Tesoro St
Pharr, TX 78577

Ms. Serna:

AHSTI respectfully requests an extension on our 2007 HOME award from the Hidalgo County Urban County Program. AHSTI requests a six month extension in order to successfully utilize HOME funds for the purposes of increasing the affordable housing stock in Hidalgo County. AHSTI has obligated all funds and homes are currently being constructed with completion at over 50%. Specifically, AHSTI request this extension to have ample time to complete all loan documentation. Please let us know if there is anything further that we can assist with. If you have further questions regarding this request please contact me at 956/687-6263 or by email at rcalvillo@ahsti.org.

Sincerely,

Robert A. Calvillo
Executive Director

CHDO AGREEMENT

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

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Community Development Corporation of South Texas, Inc., 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 November 6, 2009, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO $ 500,000, utilizing FY 2007 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

A. CHDO shall construct sixteen (16) 3 and 4 bedroom brick veneer units of affordable housing to low-income qualified first time homebuyers. Homes will range between 1,575 and 1,721 square feet.

Type of Home	Total Area (Sq. ft.)	Total Living Area (Sq. ft.)
3 bedroom / 2 bath	1,575	1,182
4 bedroom / 2 bath	1,721	1,358

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide sixteen (16) low-income (80% and below of the area median income), working families with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

D. CHDO will target eight (8) families at or below 60% of the median income and eight (8) families above 60% of the median income.

E. CHDO will leverage over $1 million in public and private financing for below-market mortgages.

The project shall be administered in accordance with Exhibit A and the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; and the HOME Program Guidelines and Application Package.

CHDO represents and warrants that it is a "Community Housing Development Corporation" as defined in 24 CFR 92.4 and agrees that it shall comply with all applicable government requirements including without limitation those contained 24 CFR Part 92.

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CHDO perform all activities in accordance with the terms of the Performance Statement ("Exhibit A"); the Budget and Project Implementation Schedule, (" Exhibit B"); the Applicable Laws and Regulations, ("Exhibit C"); the Certifications, ("Exhibit D"); the assurances, certifications, and all other statements made by CHDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

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 or 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 $500,000.

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 inspected prior to disbursement of funds. Funds will be disbursed within ten (10) working days.

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. CHDO shall provide reports of CHDO proceeds as requested by UCP and at the termination of this agreement.

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 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 ~~of~~ 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. Ten days prior to award of any funds pursuant to this Agreement, CHDO will provide a finalized Budget and Project Implementation Schedule, which includes a schedule of costs of completion, and a schedule of completion for the various aspects of construction of the Housing which will be Exhibit B of this contracts for all purposes.

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 made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 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.

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 disbursal 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 10 years. 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.

C. 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.

D. 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/resale restrictions which must be retained for five years after the affordability period terminates."

E. 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.

F. 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.

G. 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.

H. 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. 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 7th day of November, 2007.

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Community Development Corporation of South Texas, Inc.

CHDO Director

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on November 7, 2007 by Bobby Calvillo as Director of Community Development Corporation of South Texas, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

Monica Leal
NOTARY PUBLIC, State of Texas
NAME: Monica Leal
My Commission Expires: March 3, 2010

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on November 7, 2007 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

HILDA BAZAN
MY COMMISSION EXPIRES
June 17, 2011

Hilda Bazan
NOTARY PUBLIC, State of Texas
NAME: Hilda Bazan
My Commission Expires: June 17, 2011

EXHIBIT A

PERFORMANCE STATEMENT

A. CHDO shall construct sixteen (16) 3 and 4 bedroom brick veneer units of affordable housing to low-income qualified first time homebuyers. Homes will range between 1,575 and 1,721 square feet.

Type of Home	Total Area (Sq. ft.)	Total Living Area (Sq. ft.)
3 bedroom / 2 bath	1,575	1,182
4 bedroom / 2 bath	1,721	1,358

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide sixteen (16) low-income (80% and below of the area median income), working families with homebuyer education, general construction services and long-term flexible financing.

D. CHDO will target eight (8) families at or below 60% of the median income and eight (8) families above 60% of the median income.

E. CHDO will leverage over $1 million in public and private financing for below-market mortgages.

CHDO must comply with the HOME Program rules that state households will not exceed 80% of the area median income.

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

BUDGET
Sources & Uses

Sources of Funds	Use of Funds	Budget
Rio Grande Valley Multibank	Land acquisition and interim construction	$ 176,000
Rio Grande Valley Multibank	Construction to permanent financing	800,000
UCP	Construction to permanent financing	500,000
Owner's Equity ($1,500 @ family)	Closing Costs	24,000
TOTAL PROJECT COST		**$1,500,000**

PRELIMINARY CONSTRUCTION SCHEDULE

(see following pages)

Timetable and schedules

Goal #1: Provide homebuyer education and counseling services to a minimum of 30 low-income working families in Hidalgo County.			
Outcome: Identify and pre-qualify 16 families for below-market mortgages.			
Tasks	***Timetable***	***Key Staff***	***Key Partner Organizations***
Identify and enroll 30 families in homebuyer education courses.	Month 1 – on-going	Homebuyer Counselors (Aidee de la Fuente & Eunice Gonzalez)	CDCST & MAHI
Provide over 80 hours of homebuyer education, or approximately 5 hours per person.	Month 2 – on-going	Homebuyer Counselor	CDCST & MAHI
Provide over 20 of hours of one-to-one counseling with each sessions ranging between 1-2 hours.	Month 2 – on-going	Homebuyer Counselor	CDCST & MAHI
Homebuyer education classes will be held bi-monthly during the evenings and on weekends.			
Goal #2: Identify and secure public and private financing for land acquisition, construction and permanent financing.			
Outcome: Secure over $1 million in public and private financing for land acquisition, construction and permanent financing.			
Tasks	***Timetable***	***Key Staff***	***Key Partner Organizations***
Obtain $512,000 for land acquisition and interim construction financing.	Month 2 – 6	Executive Director & Community Development Specialist	CDCST & MAHI
Obtain $512,000 in public financing for construction to permanent financing.	Month 2 – 6	Executive Director & Community Development Specialist	CDCST & MAHI
Obtain $700,000 in private financing for interim construction and permanent financing	Month 2 – 6	Executive Director & Community Development Specialist	CDCST & MAHI
Goal #3: Identify and secure raw land or if feasible, developed lots.			
Outcome: Acquire or develop 16 single-family lots.			
Tasks	***Timetable***	***Key Staff***	***Key Partner Organizations***
Identify land and negotiate sales price.	Month 2 – 4	Executive Director & Community Development Specialist	CDCST & MAHI
Conduct environmental review and due diligence.	Month 4 – 6	Executive Director & Community Development Specialist	CDCST & MAHI
Acquire property for development of single-family housing.	Month 6	Executive Director & Community Development Specialist	CDCST & MAHI

Goal #4: Provide long-term flexible financing.			
Outcome: Underwrite and disburse 16 mortgages for first time homebuyers.			
Tasks	***Timetable***	***Key Staff***	***Key Partner Organizations***
Identify and complete mortgage loan applications for 16 qualified households.	Month 6 – on-going	Executive Director & Loan Officer & CDCST's Loan Committee & Board of Directors	CDCST & MAHI
Underwrite and present 16 mortgage loan applications to CDCST's Loan Committee.	Month 6 – on-going	Executive Director & Loan Officer & CDCST's Loan Committee & Board of Directors	CDCST & MAHI
Close 16 mortgage loans.	Month 6 – on-going	Executive Director & Loan Officer & CDCST's Loan Committee & Board of Directors	CDCST & MAHI
Goal #5: Increase affordable housing opportunities.			
Outcome: Construct 16 new single-family homes in Hidalgo County.			
Tasks	***Timetable***	***Key Staff***	***Key Partner Organizations***
Assist 16 qualified households with materials selection.	Month 7 – on-going	Loan Officer & Homebuyer Counselor	CDCST & MAHI
Construct 16 new single-family homes in Hidalgo County.	Month 7 – on-going	Executive Director & Construction Director	CDCST & MAHI
Goal #6: Evaluate Hidalgo County Affordable Housing Program			
Outcome: Obtain quantitative and qualitative information about 16 new households.			
Tasks	***Timetable***	***Key Staff***	***Key Partner Organizations***
Conduct ongoing bilingual (English/Spanish) consumer surveys within 60 days of new homeowner occupancy.	Month 10 – on-going	Customer Relations	CDCST & MAHI
Evaluate quality of housing by compiling call-back information for CDCST's subcontractors.	Month 10 – on-going	Customer Relations & Construction Director	CDCST & MAHI

Should funding be available, CDCST is capable of deploying HOME funds in excess of the requested amount.

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 contact 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 nay 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.

Community Development Corporation of South Texas, Inc.

Signed: _____

Director

11/7/07

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, unless CHDO and UCP both initial here _____/ _____ .

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: 11/7/07

Affiant: Robert Calvillo

Recipient: CDC

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

1. Affiant is the 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: Executive Director

Subscribed and sworn before me on the 7th day of November, 2007

by Robert Calvillo, on behalf of Community Development Corp., Inc.

[signature]
Notary Signature

My commission expires: March 3, 2010

Seal:

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

AI-18108 **14.F.**

Home Rehab Program

CC REGULAR

Date:	10/27/2009
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 (4) Units in the Countywide area, (1) Unit in the City of Mercedes and (1) Unit in the City of Donna in the amount of $219,900.00 to J.D. Villarreal.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on July 14 & September 8, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 14, 2009.

Fiscal Impact

Attachments

Link: bid tabulations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/20/2009 04:23 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2009 09:14 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Estella Webber — Started On: 10/20/2009 02:41 PM

Final Approval Date: 10/23/2009

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: OCTOBER 14, 2009 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of four (4) units in the county wide area along with one (1) unit in the city of Donna and one (1) unit in the city of Mercedes.

CONTRACTORS	R. Cantu - Mercedes	P. Lopez - Donna	C. Jasso - CW Monte Alto	A. Loyde - CW Mission	C. Martinez - CW Weslaco	G. Valdez - CW Monte Alto
QUALITY INVESTMENTS		$ 39,837.00		$ 54,837.00		
ROLANDOS GENERAL CONSTRUCTION	$ 36,000.00	$ 37,000.00	$ 37,000.00	$ 45,500.00	$ 36,500.00	$ 36,000.00
JD VILLARREAL	$ 34,900.00	$ 34,900.00	$ 35,900.00	$ 43,400.00	$ 34,900.00	$ 35,900.00

AI-18012 **15.A.**

MPO Presentation

CC REGULAR

Date:	10/27/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

BACKGROUND

Monthly update

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		10/23/2009 02:26 PM	PEND
2	Roland Garcia	Rolando Garcia	10/22/2009 09:00 AM	APRV
3	Auditor's Office	Linda Fong	10/23/2009 02:14 PM	APRV
4	Purchasing Department	Marty Salazar	10/23/2009 02:26 PM	APRV

Form Started By: Erika Reyna — Started On: 10/14/2009 10:34 AM

Final Approval Date: 10/23/2009

AI-18125 **15.B.**

Payment of Invoice for El Morillo Drain

CC REGULAR

Date:	10/27/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of invoice from Rio Grande Regional Water Authority in the amount of $13,816.39 for Hidalgo County's portion in connection with El Morillo Drain and authorization for County Treasurer to issue check after review and auditing procedures are completed by Auditor's Office.

BACKGROUND

Invoice# - EMD2009-102

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-415-00-115-002-0-843

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

BUDGETARY IMPACT:

available balance as of 10/21/09.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 10:11 AM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2009 01:47 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Erika Reyna — Started On: 10/21/2009 09:31 AM

Final Approval Date: 10/23/2009

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

BOARD OF DIRECTORS

County Appointments

John Bruciak
Cameron County

***Jim Darling, President*
Hidalgo County

Ricardo Gutierrez
Starr County

Fitzgerald G. Sanchez
Webb County

Frank Torres
Willacy County

Karran Westerman
Zapata County

Gubernatorial Appointments

***Joe Barrera, III, Secretary-Treasurer*
Irrigation District

Wayne Halbert
Irrigation District

***Sonia Lambert, Vice-President*
Irrigation District

Paul Heller
Irrigation District

Jimmie Steidinger
Irrigation District

Joe A. Pennington
Irrigation District

Frank "Jo Jo" White
Irrigation District

Bobby Sparks
Irrigation District

Sonny Hinojosa
Irrigation District

Brian Macmanus
Water Supply Corporation

D V. Guerra
Public

Roel "Roy" Rodriguez, P E
Municipal

*** = Executive Committee*

RECEIVED
SEP 30 2009
COUNTY JUDGE

September 29, 2009

The Honorable J. D. Salinas
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

Re: El Morillo Drain Invoice

Dear Judge Salinas:

The Rio Grande Regional Water Authority (RGRWA) is in receipt of the billing (attached) from the US IBWC for the Annual Operation and Maintenance expense for the El Morillo Drain. As you know, the El Morillo Drain is the diversion canal, completed in 1969, which is an extremely important joint International project between the United States and Mexico constructed and maintained for the improvement of the water quality in the Lower Rio Grande. Cameron, Hidalgo, and Willacy Counties have previously agreed to jointly pay one half (1/2) of the United States share of these expenses which equates to twenty five percent (25%) of the total costs.

Hidalgo County's cost share (45%) of the $30,703.08 is $13,816.38. For your convenience I have enclosed an invoice, payable to the LRGVDC, RGRWA's Administrative Agent, for that amount. Should payment of this invoice require Commissioners' Court approval, please contact me to ensure we have an RGRWA representative present to answer any questions that may arise from the Commissioners' Court.

On behalf of the RGRWA, I thank you and the Commissioners' Court for the continued support of this project which is critical to maintain the water quality in the Rio Grande.

Sincerely,

Kenneth N. Jones, Jr.
LRGVDC Executive Director

CC: Mr. Ray Bufracio, Hidalgo County Auditor
Mr. Jim Darling, RGRWA President
Ms. D. Ann Lyles, LRGVDC Finance Director

Administrative Agent: Lower Rio Grande Valley Development Council, Kenneth N. Jones, Executive Director
311 North 15th Street – McAllen, Texas 78501-4705
Telephone: 956-682-3481 Fax: 956-631-4670

Invoice # EMD2009 - 102

9/29/2009

RGRWA
RIO GRANDE REGIONAL WATER AUTHORITY

c/o Lower Rio Grande Valley Development Council
311 North 15th Street
McAllen, TX 78501-4705

956-682-3481

INVOICE

TO: Hidalgo County
P. O. Box 1356
Edinburg, TX 78540

	El Morillo Drain Operation and Maintenance		
	Costs from 1/1/08 - 12/31/08 - U.S. Share	$ 61,406.16	
	RGRWA's Responsibility (50%) of U.S. Share	$ 30,703.08	
	Hidalgo County's Responsibility (45%)		
	of $30,703.08		$ 13,816.39
		Total Due	**$13,816.39**

Please make check(s) payable to:
Lower Rio Grande Valley Development Council

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

OFFICE OF THE COMMISSIONER
UNITED STATES SECTION

July 22, 2009

CERTIFIED MAIL 7005 0390 0005 7236 8052
RETURN RECEIPT REQUESTED

Mr. James E. Darling, President
Rio Grande Regional Water Authority
311 North 15th Street
McAllen, Texas 78501-4705

Dear Mr. Darling,

I refer to Contract No. IBM-09-A004, dated March 4, 2009 between the U.S. Section of the International Boundary and Water Commission (USIBWC), and the Rio Grande Regional Water Authority (RGRWA), where the RGRWA is to pay one-half of the Morillo Drain Operation and Maintenance (O&M) cost allocated to the U.S. Section. The Morillo Drain conveyance channel was constructed in Mexico, and is operated by Mexico for the discharge of saline water of El Morillo and other drains in Mexico. The O&M costs are incurred for the operation of the conveyance channel.

The O&M costs for the period of January 1, to December 31, 2008 is $1,342,338.57 pesos. The USIBWC is responsible for 50% of the total cost to Mexico as per Minute No. 223, dated November 30, 1965, or $671,169.29 pesos. This amount equates to $61,406.16 dollars using an exchange rate of 10.93 pesos/dollar. RGRWA is responsible for reimbursing the U.S. Section for 50% of the U.S. costs or $30,703.08. The attachment summarizes the 2008 O&M expenses.

As stipulated in Contract No. IBM-09-A004, I am requesting a total payment in the amount of $30,703.08 for the Morillo Drain O&M costs for January thru December 2008. Under federal acquisition regulations, make payment by check or money order to the United States Section, International Boundary and Water Commission. I would appreciate your processing of this payment, and if you have any questions please contact Luis Hernandez at 915-832-4133.

Sincerely,

Alfredo J. Riera, P.E.
Principal Engineer

Attachment:
As stated

2008 Morillo Project

"Operations and Maintenance"

The following represent the Morillo Project operation and maintenance costs for the period of January through December 2008.

The breakdown of the costs is as follows:

Salaries.....	$ 182,808.33
Overtime.....	$ 91,605.20
Fuel.....	$ 10,950.00
Contractual Services.....	$ 49,832.45
Supplies and Materials.....	$ 37,974.20
Supervision and Administration.....	$ 9,875.66
Electrical Energy.....	$ 853,895.00
Maintenance Contract Cost	$ 105,397.73
Total	$1,342,338.57

AI-18221 **15.C.**

County Judge resignation

CC REGULAR

Date:	10/27/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Acceptance of resignation of County Judge effective November 8, 2009 at 12 midnight

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 04:50 PM	APRV
2	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 10/23/2009 04:45 PM

Final Approval Date: 10/23/2009

AI-18220 **15.D.**

Approval of Proclamation

CC REGULAR

Date:	10/27/2009
Submitted By:	Mari Gutierrez, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation in support of a Nursing Facility in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 04:52 PM	APRV
2	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Mari Gutierrez — Started On: 10/23/2009 04:39 PM

Final Approval Date: 10/23/2009

AI-18150 **16.A.**

Planning Department

CC REGULAR

Date:	10/27/2009
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. Jireh Subdivision – Pct. 1 (Jose Villarreal)
   b. Abram Crossing Subdivision – Pct. 3 (Hector Guerra)
   c. Replat of Lot 22, Vista Bonita Unit 7 - Pct. 4 (Martin Rodriguez)

2. Final Approval of Subdivision Plat
   a. Camino Real Subdivision – Pct. 3 (Campbell Patton)

3. Final Approval of Subdivision Plat with Financial Guarantee:
   a. Adame Southwest Subdivision - Pct. 1 (Oscar Adame)
   b. Encore Ranches Subdivision - Pct. 4 (Richard Garza)

4. Discussion and Action to incorporate amended Section 232.028, Local Government Code and Section 232.029, Local Government Code as it relates to Hidalgo County's Utility Certificate Fees.

BACKGROUND

Fiscal Impact

Attachments

Link: Jireh Subdivision - Preliminary
Link: Jireh Subd;Plat
Link: Abram Crossing - Preliminary
Link: Abram Crossing;Plat
Link: Vista Bonita
Link: Vista Bonita
Link: Camino Real - Final
Link: Camino Real;Plat
Link: Adame
Link: Adame
Link: Encore

Link: Encore

Link: Bill Analysis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:01 PM	APRV
2	Olga Garza	Olga Garza	10/22/2009 01:47 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Nora Cavazos

Started On: 10/21/2009 03:46 PM

Final Approval Date: 10/23/2009

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: October 21, 2009

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

Jireh Subdivision is a two (2) residential and one (1) commercial lot subdivision located on the Southeast corner of Roosevelt Road and Valverde 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 July 14, 2009. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

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

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Valverde Road and an eight (8) inch waterline on Roosevelt Road that will serve as the primary source of water for the proposed development.

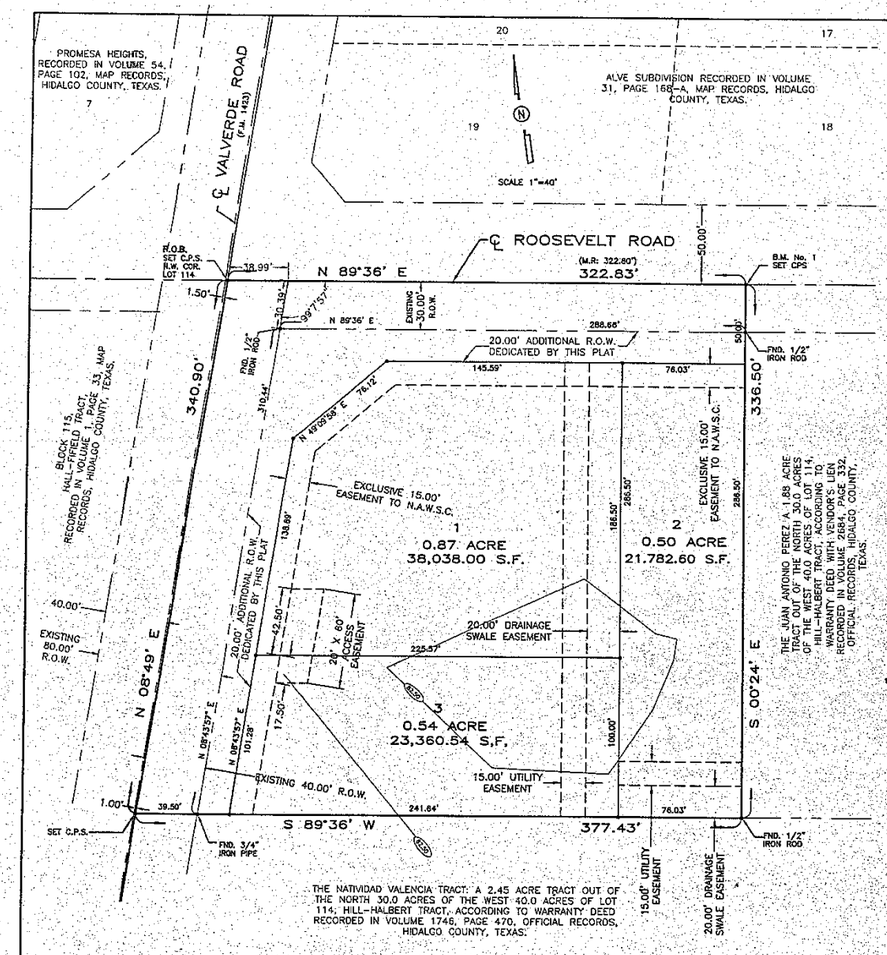
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **October 20, 2009** subject to staff comments and 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: **Jireh 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		10-15-09	JRT
A	**1ST SHEET COMMENTS:** Minimum lot width for lots 2 shall be 100 feet. A variance request is required.		
B	PLAT NOTES: 6] Please show correct location of benchmark on drawing as describe on plat note. *ADDITIONAL PLAT NOTE REQURIED:* • *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 occupying the lot*		
C	**2ND SHEET COMMENTS:** Please provide utility crossing permit from TxDOT and HCROW dept for the water service crossing Valverde Rd and Roosevelt Rd.		
D	Please complete the water and OSSF engineering report.		
E	All modification on water and OSSF engineering report need to reflect on the Spanish version.		
F	**3RD SHEET COMMENTS:** TxDOT driveway permit is required for proposed share driveway on Valverde Rd.		



INDEX OF SHEETS

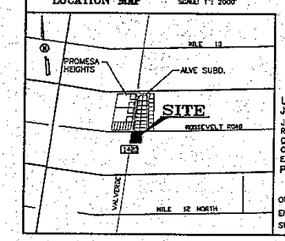
SHEET 1.– HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS)-ENGINEER AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, CITY OF DONNA CERTIFICATE ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No.1, DONNA IRRIGATION DISTRICT, NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); WATER & OSSF DISTRIBUTION LAYOUT TYPICAL WATER SERVICE CONNECTION, OWNERS DEDICATION CERTIFICATION AND ATTESTATION REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS REVISION NOTES.

LOCATION MAP

SCALE: 1": 2000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
THE AREA WITHIN THE DRAINAGE EASEMENT IS WITHIN THE 100–YEAR FLOOD PLAIN. C.P.N. 480334 0423 C. EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127). ADDITIONALLY, NO DEVELOPMENT MAY OCCUR WITHIN AREAS OF THE 100–YEAR FLOOD PLAIN UNTIL ADEQUATE PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, WATER, SEWERAGE, AND STREETS.

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4858, UNLESS OTHERWISE NOTED.

3.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER 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.

4.– 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, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

5.– SETBACKS:

FRONT	50.00 FEET
REAR	15.00 FEET
SIDE	15.00 FEET
CORNER SIDE	20.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. ELEV. = 54.51 C.P.S. FOUND AT THE NORTHWESTCORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 8,602.29 CUBIC–FEET (0.15 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTING (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.

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

10.– NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 1 AND 2. A 45 FOOT SHARE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 3 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 AND 3 FROM FM 1423. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY AND THE COUNTY ISSUING A DEVELOPER AND/OR BUILDING PERMIT.

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

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

13.– JOSE VILLARREAL, THE OWNER & SUBDIVIDER OF JIREH 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.

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

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

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JIREH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JIREH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____

HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____

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

JIREH SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT THE SOUTHEAST CORNER OF VALVERDE ROAD (F.M. 1423) AND ROOSEVELT ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846), JIREH SUBDIVISION LIES APPROXIMATELY 3.02 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS WITHIN THE CITY'S FIVE–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PCT. 1.

PRINCIPAL CONTACTS:

Name		Address	City & Zip	Phone	Fax
OWNER:	JOSE VILLARREAL	3516 E. ROOSEVELT RD.	DONNA, TX. 78537	(956)975–0097	(956)975–0097
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:
JIREH SUBDIVISION

A 2.70 ACRE TRACT OF LAND OUT OF THE NORTH 30.0 ACRES OF THE WEST 40.0 ACRES OF LOT 114, HILL–HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2389, PAGE 522, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.

METES AND BOUNDS

A 2.70 ACRE TRACT OF LAND OUT OF THE NORTH 30.0 ACRES OF THE WEST 40.0 ACRES OF LOT 114, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2389, PAGE 522, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423) AND IN THE CENTERLINE OF ROOSEVELT ROAD FOR THE NORTHWEST CORNER OF LOT 114 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE; N 89°36'E, ALONG THE NORTH LINE OF LOT 114 AND THE CENTERLINE OF ROOSEVELT ROAD, PASSING AT 38.99 FEET AT A 99°07'57" ANGLE TO THE RIGHT, A ½" IRON ROD FOUND AT 30.39 FEET FOR THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD (F.M. 1423) AND THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, A TOTAL DISTANCE OF 322.83 FEET (DEED RECORD: 322.80 FEET) TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE JUAN ANTONIO LOPEZ TRACT (A 1.88 ACRE TRACT OUT OF THE NORTH 30.0 ACRES OF THE WEST 40.0 ACRES OF LOT 114, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2684, PAGE 332, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE; S 00°24'E, ALONG THE WEST LINE OF THE JUAN ANTONIO LOPEZ TRACT, PASSING A ½" IRON ROD FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, A TOTAL DISTANCE OF 336.50 FEET TO A ½" IRON ROD FOUND ON THE NORTH LINE OF THE NATIVIDAD VALENCIA TRACT (A 2.45 ACRE TRACT OUT OF THE NORTH 30.0 ACRES OF THE WEST 40.0 ACRES OF LOT 114, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1746, PAGE 470, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE; S 89°36'W, ALONG THE NORTH LINE OF THE NATIVIDAD VALENCIA TRACT, PASSING A 3/4" IRON PIPE FOUND AT 337.93 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD (F.M. 1423), A TOTAL DISTANCE OF 377.43 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 114 AND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423) FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE; N 08°49'E, ALONG THE WEST LINE OF LOT 114 AND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423), A DISTANCE OF 340.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.70 ACRE TRACT OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALVE SUBDIVISION, RECORDED IN VOLUME 31, PAGE 168–A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA, 4858, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS

7–20–09
DATE

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA, 95534, LICENSED PROFESSIONAL ENGINEER, STATE OF TEXAS

10–14–09
DATE

ALFONSO QUINTANILLA
P.E. No. 95534

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 or maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, the easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline 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 water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

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

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

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of ___ 20___.

JOSE VILLARREAL

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

I, JOSE VILLARREAL, AS OWNER OF THE 2.70 ACRE TRACT OF LAND ENCOMPASSED WITH THE JIREH SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

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

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

JOSE VILLARREAL — DATE
3516 E. ROOSEVELT RD.
DONNA, TX. 78537

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this _____ day of _____, 2007.

LILIA A. QUINTANILLA, Notary Public, State of Texas, My Commission Expires July 23, 2012

LILIA A. QUINTANILLA–Notary Public

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

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

Hidalgo County Judge — date

ATTEST:

Hidalgo County Clerk — date

CITY OF DONNA, TX CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the JIREH SUBDIVISION was received and approved by the city Council of the City of DONNA on _____.

Mayor of the City of DONNA — Date

ATTEST:

Clerk of the City of DONNA — Date

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT JIREH SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20____

ATTEST: — BY:

SECRETARY — CHAIRMAN PLANNING COMMISSION

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20____

SECRETARY — PRESIDENT

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE 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.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

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

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

BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527

FILENAME : P:\DATA\SUBDIV\HIDALGO CO.\JIREH SUBDIVISION\JIREH SUBDIVISION–PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 30, 2009	L. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

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: October 21, 2009

RE: **Abram Crossing Subdivision – Pct. 3**
Preliminary Approval

Abram Crossing Subdivision is a two (2) commercial lot subdivision located on the Northeast corner of Abram Road and Mile 1 North Road.

The proposed Subdivision lies within the City of Palmview 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 September 2, 2009. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate fifteen (15) feet on Mile 1 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by Agua Special Utility District. There is an existing four (4) inch waterline on Mile 1 North Road that will serve as the primary source of water for the proposed development.

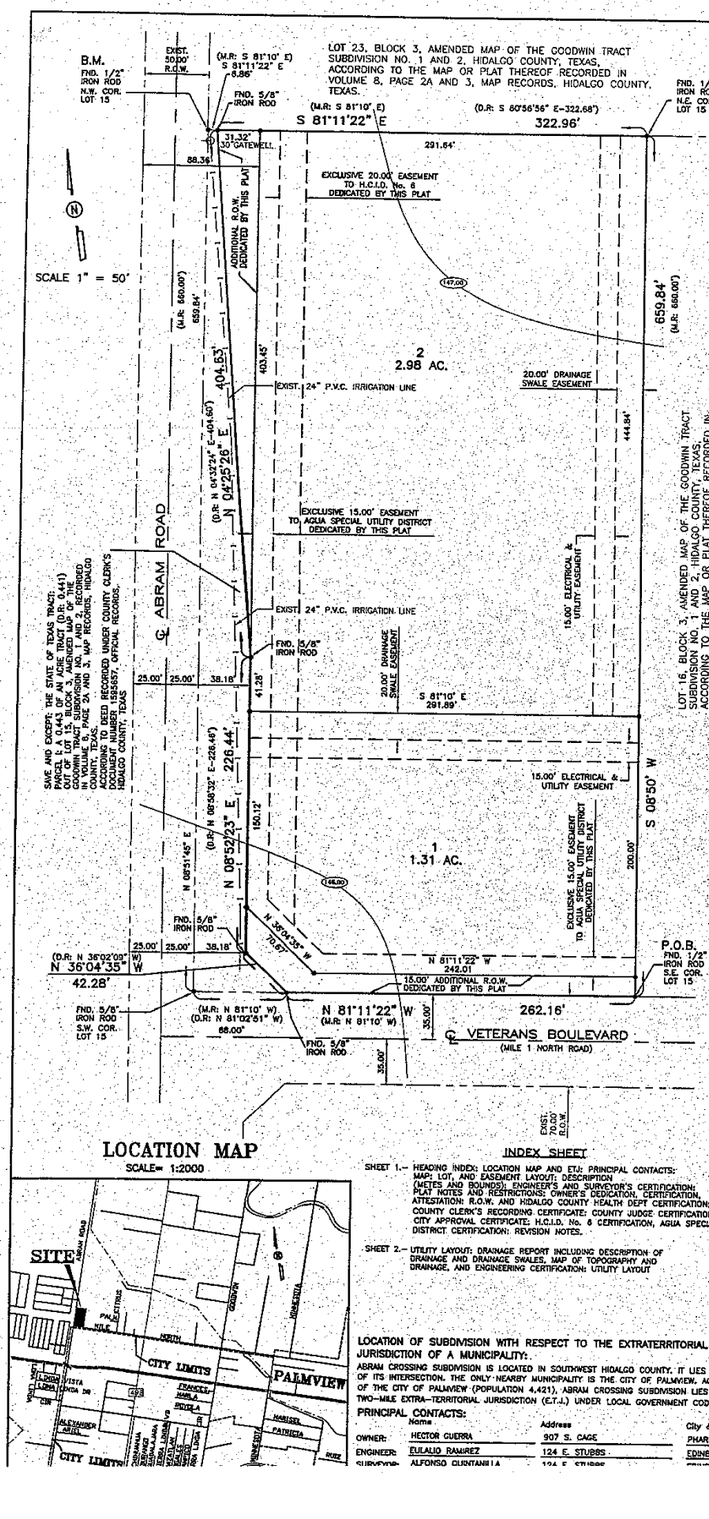
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **October 20, 2009** subject to staff comments and future recommendations by Planning and other departments and the approval from the City of Palmview.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Abram Crossing 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:-* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		10-15-09	JRT
A	**2ND SHEET COMMENTS:** HCROW permit is required for the construction of the water line inside Mile 1 North Rd. Also please verify with the A.S.U.D. if they will require an exclusive easement for the offsite extension of the 8" water line along the north right way of Mile 1 North Rd.		



LOCATION MAP

SCALE= 1:2000

INDEX SHEET

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION R.O.W. AND HIDALGO COUNTY HEALTH DEPT CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; COUNTY JUDGE CERTIFICATION; CITY APPROVAL CERTIFICATE; H.C.I.D. No. 6 CERTIFICATION, AGUA SPECIAL UTILITY DISTRICT CERTIFICATION; REVISION NOTES.

SHEET 2.– UTILITY LAYOUT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; UTILITY LAYOUT

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

ABRAM CROSSING SUBDIVISION IS LOCATED IN SOUTHWEST HIDALGO COUNTY. IT LIES ON THE NORTH SIDE OF MILE 1 NORTH ROAD AND THE EAST SIDE OF ABRAM ROAD OF ITS INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PALMVIEW. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PALMVIEW (POPULATION 4,421), ABRAM CROSSING SUBDIVISION LIES APPROXIMATELY NORTH OF THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE §42.021. LIES IN PRECINCT No.3

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	HECTOR GUERRA	307 S. CAGE	PHARR, TX 78577	(956)787-2277	(956)787-6857
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	381-6480	381-0827
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381-6480	381-0827

PLAT NOTES AND RESTRICTIONS

1.– FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING. COMMUNITY-PANEL NUMBER 480334 0400 C MAP REVISED: NOVEMBER 16, 1982

2.– ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR NONRESIDENTIAL USE. THIS MUST BE COMPLIED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS DOE CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE 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

4.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

6.– MINIMUM BUILDING SETBACK LINES
FRONT 50.00'
REAR 15.00'
SIDE 6.0'
OR TO EASEMENT LINE WHICHEVER IS GREATER

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

8.– 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.

9.– 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 13,255.02 CUBIC-FEET, 0.30 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE DRAINAGE REPORT ON SHEET No. 2)

10.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK ELEV.= 146.72 1/2" IRON ROD FOUND ON THE NORTHWEST CORNER OF LOT 15, GOODWIN TRACT. NAVD –88 DATUM.

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

12.– FIRE HYDRANTS INSTALLED WITHIN THE AGUA SPECIAL UTILITY DISTRICT CORPORATION'S DISTRIBUTIONS SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE AGUA SPECIAL UTILITY DISTRICT AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE AGUA SPECIAL UTILITY DISTRICT TO MEET FIRE FLOW REQUIREMENTS.

13.– HECTOR GUERRA THE OWNER & SUBDIVIDER OF ABRAM CROSSING SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE 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 HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.– 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, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

16.– AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED ON 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 CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

17.– ANY PARKING LOT CONSTRUCTION OVER THE AGUA SPECIAL UTILITY DISTRICT EASEMENT SHALL BE REQUIRED IN WRITING APPROVAL FROM AGUA SPECIAL UTILITY DISTRICT BEFORE A BUILDING PERMIT MAY BE ISSUED.

18.– ADDITIONAL OSSF SYSTEMS NOTE:
A. INITIAL DESIGNED SYSTEM INSTALLED BY DEVELOPER CONSISTS OF TWO 500 GALLON SEPTIC TANKS AND 240 FEET OF 38-INCH DRAIN FIELD.
B. ADDITIONAL TANKS AND DRAIN FIELD MAY BE REQUIRED AT TIME OF BUILDING PERMIT BASED ON THE TYPE OF PROPOSED BUSINESS. IF NEEDED, AN UPGRADE DESIGN SYSTEM WILL BE REQUIRED.

19.– THE COMMERCIAL LOTS SHOULD REFLECT SERVICE BY A 1" METER.

20.– IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES 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 AGUA SPECIAL UTILITY DISTRICT. PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

21.– LOTS 1 AND 2 IN ABRAM CROSSING SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN ABRAM CROSSING SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF ABRAM CROSSING SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING ABRAM CROSSING SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN ABRAM CROSSING SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN ABRAM CROSSING SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT OF:
ABRAM CROSSING SUBDIVISION

A 4.56 ACRE TRACT OF LAND BEING ALL OF LOT 15, BLOCK 3, AMENDED MAP OF THE GOODWIN TRACT SUBDIVISION NO. 1 AND 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 2A AND 3, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 628647, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 0.443 ACRE TRACT (D.R. 0.441 ACRE) CONVEYED TO THE STATE OF TEXAS, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1595657, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 4.56 ACRE TRACT OF LAND BEING ALL OF LOT 15, BLOCK 3, AMENDED MAP OF THE GOODWIN TRACT SUBDIVISION No.1 AND 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 2A AND 3, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 628647, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 0.443 ACRE TRACT (DEED RECORD: 0.441 ACRE) CONVEYED TO THE STATE OF TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1501444, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF VETERANS BOULEVARD (MILE 1 NORTH ROAD) FOR THE SOUTHEAST CORNER OF LOT 15 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°11'22"W (MAP RECORD: N 81°10'W), ALONG THE SOUTH LINE OF LOT 15 AND THE NORTH RIGHT OF WAY LINE OF VETERANS BOULEVARD (MILE 1 NORTH ROAD), A DISTANCE OF 262.16 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF ABRAM ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE; N 36°04'35"W (DEED RECORD: N 35°02'09"W), ALONG THE EAST RIGHT OF WAY LINE OF ABRAM ROAD, A DISTANCE OF 42.28 FEET TO A 5/8" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°52'23"E (DEED RECORD: N 08°58'32"E), ALONG THE EAST RIGHT OF WAY LINE OF ABRAM ROAD, A DISTANCE OF 226.44 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 04°25'26"E (DEED RECORD: N 04°32'24"E), ALONG THE EAST RIGHT OF WAY LINE OF ABRAM ROAD, A DISTANCE OF 404.63 FEET TO A 5/8" IRON ROD FOUND ON THE NORTH LINE OF LOT 15 FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°11'22"E (MAP RECORD: S 81°10'E; DEED RECORD: S 81°56'56"E), ALONG THE NORTH LINE OF LOT 15, A DISTANCE OF 322.98 FEET (322.68 FEET) TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 15 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50'W, ALONG THE EAST LINE OF LOT 15, A DISTANCE OF 659.84 FEET (MAP RECORD; 660.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 4.56 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ROSE R.V. PARK SUBDIVISION, RECORDED IN VOLUME 25, PAGE 75-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

12-23-08

ALFONSO QUINTANILLA R.P.L.S. No. 4856 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · EULALIO RAMIREZ · 77082 · REGISTERED PROFESSIONAL ENGINEER

9-29-09

EULALIO RAMIREZ P.E. No. 77082 — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ABRAM CROSSING SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20__

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ABRAM CROSSING SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

THIS COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

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

I, HECTOR GUERRA, AS OWNER OF THE 4.56 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ABRAM CROSSING SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

10-1-09

Y.O., L.L.C., A TEXAS LIMITED LIABILITY COMPANY — DATE
HECTOR GUERRA
2712 N. 45th STREET
MCALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this 1st day of October, 20 09

CYNTHIA A. GAYTAN
Notary Public, State of Texas
My Commission Expires
December 12, 2010

Cynthia A. Gaytan
CYNTHIA A. GAYTAN– NOTARY PUBLIC

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 5 ON THIS THE ____ DAY OF _____, 20__

SECRETARY — PRESIDENT

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE ABRAM CROSSING SUBDIVISION HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUE BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA 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.

MR. FRANCISCO FLORES
GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

THIS PLAT OF ABRAM CROSSING SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF PALMVIEW, TEXAS AND IS HERE BY APPROVED BY SUCH COMMISSION.

CHAIRMAN PLANNING COMMISSION

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

MAYOR

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

WE THE UNDERSIGNED CERTIFY that this plat of the ABRAM CROSSING SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — Date

ATTEST: Hidalgo County Judge — Date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS 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.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

F:\LDWG\PJ\DATA\SUBDIV\PALMVIEW\ABRAM CROSSING\ABRAM-PLAT

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.

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: October 27, 2009

RE: **Re-Plat of Lot 22, Vista Bonita Unit 7 Subdivision – Pct. 4**
Preliminary Approval

Re-Plat of Lot 22, Vista Bonita Unit 7 Subdivision is a one (1) lot subdivision located on the South side of Ingle Road approximately 300 feet West of Doolittle Road along the West side of the internal subdivision street Kyllen Avenue.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 6, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. There is an existing septic tank system on the lot.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Kyle 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 **October 26, 2009** subject to staff comments and future recommendations by Planning and other departments and the approval from the City of Edinburg.

REPLAT OF LOT 22
VISTA BONITA SUBDIVISION
UNIT No. 7

A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 22, VISTA BONITA SUBDIVISION UNIT No. 7, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGES 169, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 715249, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS:

A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 22, VISTA BONITA SUBDIVISION UNIT No. 7, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGES 169, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 715249, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF KYLE AVENUE FOR THE NORTHEAST CORNER OF LOT 22 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE, S 31°11'54" E, ALONG THE EAST LINE OF LOT 22 AND THE WEST RIGHT OF WAY LINE OF KYLE AVENUE, A DISTANCE OF 117.47 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 22 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE, S 58°48'06" W, ALONG THE SOUTH LINE OF LOTS 22, A DISTANCE OF 185.66 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 22 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, N 30°57'36" W, ALONG THE WEST LINE OF LOT 22, A DISTANCE OF 117.47 FEET TO 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 22 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: N 58°48'06" E, ALONG THE NORTH LINE OF LOTS 22, A DISTANCE OF 185.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA SUBDIVISION UNIT No. 7, RECORDED IN VOLUME 31, PAGE 169, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
4858
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

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

6-25-09
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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

ALFONSO QUINTANILLA
65514
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

ALFONSO QUINTANILLA
P.E. No. 65514

9-30-09
DATE

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

WE THE UNDERSIGNED CERTIFY that this plat of the REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ Hidalgo County Judge — date

ATTEST: _____ Hidalgo County Clerk — date

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 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, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

Martin Rodriguez — 6/25/09
MARTIN RODRIGUEZ — DATE
4007 N. DOOLITTLE
EDINBURG, TEXAS 785539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN RODRIGUEZ, 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 25th day of JUNE, 2009

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

LILIA A. QUINTANILLA — NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN B. LOPEZ, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE ____ DAY OF ____, 20__, WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS ____ DAY OF ____, 20__, SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY, AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

_____ PRESIDENT — _____ SECRETARY

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS 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.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20__.

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR — _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

_____ HIDALGO COUNTY HEALTH INSPECTOR — _____ DATE

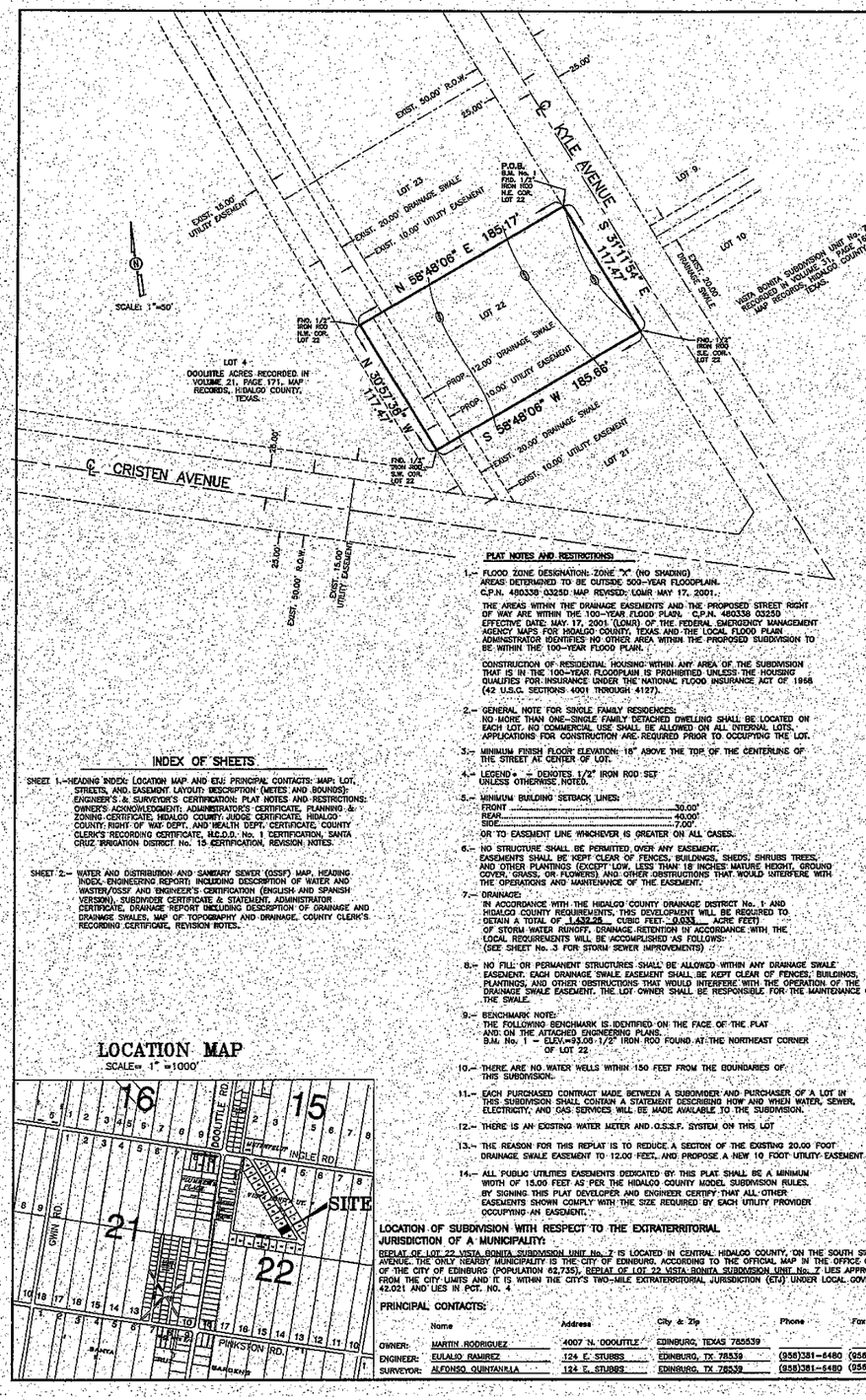
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



INDEX OF SHEETS

SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, HIDALGO COUNTY JUDGE CERTIFICATE, HIDALGO COUNTY RIGHT OF WAY DEPT. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.- WATER AND DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, HEADING INDEX, ENGINEERING REPORT; INCLUDING DESCRIPTION OF WATER AND WASTER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SUBDIVIDER CERTIFICATE & STATEMENT, ADMINISTRATOR CERTIFICATE, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

LOCATION MAP

SCALE: 1" =1000'

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
C.P.N. 480338 0325D MAP REVISED: LOMR MAY 17, 2001.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT OF WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, C.P.N. 480338 0325D EFFECTIVE DATE: MAY. 17, 2001 (LOMR) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.- MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE THE TOP OF THE CENTERLINE OF THE STREET AT CENTER OF LOT.

4.- LEGEND • = DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.- MINIMUM BUILDING SETBACK LINES:
FRONT ..... 30.00'
REAR ..... 40.00'
SIDE ..... 7.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

6.- 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.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,432.28 CUBIC FEET - 0.033 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
(SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS)

8.- NO 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.

9.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 - ELEV.=93.08 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22

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

11.- 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.

12.- THERE IS AN EXISTING WATER METER AND O.S.S.F. SYSTEM ON THIS LOT

13.- THE REASON FOR THIS REPLAT IS TO REDUCE A SECTON OF THE EXISTING 20.00 FOOT DRAINAGE SWALE EASEMENT TO 12.00 FEET, AND PROPOSE A NEW 10 FOOT UTILITY EASEMENT

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

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

REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 IS LOCATED IN CENTRAL HIDALGO COUNTY, ON THE SOUTH SIDE OF KYLE AVENUE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 43,735), REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 LIES APPROXIMATELY 1.6 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. NO. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	MARTIN RODRIGUEZ	4007 N. DOOLITTLE	EDINBURG, TEXAS 785539		
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX. 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX. 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO.	FILENAME P:\DATA\SURVEYS\EDINBURG\VISTA BONITA-REPLAT OF LOT 22\PLAT			
1 OF 2	DATE PREPARED: JUNE 25, 2009	PREPARED BY: LUPE	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

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: October 21, 2009

RE: **Camino Real Subdivision– Pct. 3**
Final Approval

Camino Real Subdivision is a thirty five (35) lot subdivision located on the Northeast corner of Tom Gill Road and Rodriguez Street.

The proposed Subdivision lies within the City of Penitas 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 11, 2008. The proposed subdivision lies within a Zone "X- not shaded" as per FEMA's FIRM.

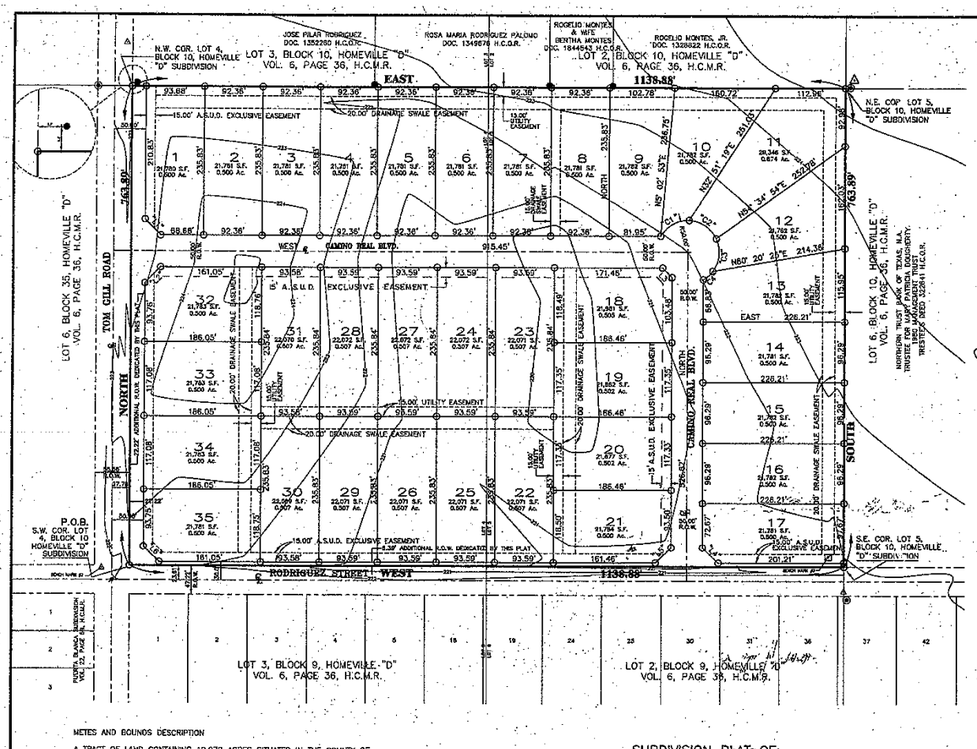
The proposed subdivision plat will dedicate 22.22 feet on Tom Gill Road and 6.39 feet on Rodriguez Street of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Isidoro E. Gomez 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 the Tom Gill Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat 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 **October 20, 2009**



METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.972 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOTS 4 AND 5, BLOCK 10, OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 36, HIDALGO COUNTY MAP RECORDS, SAID 19.972 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT;

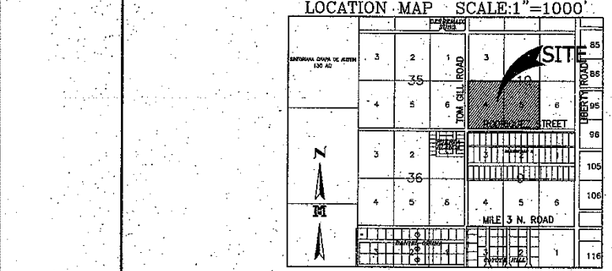
1. THENCE, NORTH ALONG THE WEST LINE OF SAID LOT 4 & THE EAST RIGHT-OF-WAY LINE OF TOM GILL ROAD, A DISTANCE OF 763.69 FEET TO A #4 REBAR SET AT THE NORTHWEST CORNER OF SAID LOT 4 FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, EAST ALONG THE NORTH LINE OF SAID LOTS 4 AND 5, AT A DISTANCE OF 589.44 FEET PASS THE NORTHEAST CORNER OF SAID LOT 4, AND THE NORTHWEST CORNER OF SAID LOT 5, CONTINUING A TOTAL DISTANCE OF 1138.88 FEET TO A #4 REBAR SET AT THE NORTHEAST CORNER OF SAID LOT 5 FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, SOUTH ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 763.69 FEET TO A #4 REBAR SET ON THE NORTH RIGHT-OF-WAY LINE OF RODRIGUEZ STREET AT THE SOUTHEAST CORNER OF SAID LOT 5, FOR THE SOUTHEAST CORNER OF THIS TRACT;

4. THENCE, WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF RODRIGUEZ STREET AND THE SOUTH LINE OF SAID LOTS 4 AND 5, AT A DISTANCE OF 469.44 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, CONTINUING A TOTAL DISTANCE OF 1,138.88 FEET TO THE POINT OF BEGINNING, AND CONTAINING 19.972 ACRES OF LAND, MORE OR LESS.

LOCATION MAP SCALE:1"=1000'



INDEX TO SHEET OF CAMINO REAL:

SHEET 1:
HEADING, INDEX, LOCATION MAP, MAP, LOTS, STREETS, EASEMENT LAYOUT AND ETJ, PRINCIPAL CONTACTS, DESCRIPTION (METES AND BOUNDS), ENGINEER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, HIDALGO COUNTY HEALTH DEPARTMENT APPROVAL, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT APPROVAL, H.C.D.D. No. 1 APPROVAL CERTIFICATE, COUNTY APPROVAL CERTIFICATE, DRAINAGE SWALES NOTE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 2: MAP OF WATER DISTRIBUTION SYSTEM AND OSSF, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, AND ENGINEERING CERTIFICATION; REVISION NOTES.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE CONSTRUCTION DETAILS. MAP OF DRAINAGE DESIGN.

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

CAMINO REAL IS LOCATED IN THE SOUTHWESTERN AREA OF HIDALGO COUNTY, ON THE NORTHEAST CORNER OF THE INTERSECTION OF TOM GILL ROAD AND RODRIGUEZ STREET. THE NEAREST MUNICIPALITY IS THE CITY OF PENITAS (POPULATION 1,182). CAMINO REAL FALLS IN THE RURAL AREA OF THE COUNTY, AND IS WITHIN THE 1-MILE OF PENITAS EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION IS LOCATED WITHIN PRECINCT NO. 3.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CAMPBELL A. PATTON PRESIDENT	2414 SENDERO	MISSION, TX 78572	(956) 605-6737	
ENGINEER:	FRED L. KURTH, PE	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH, RPLS	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SUBDIVISION PLAT OF:

CAMINO REAL

BEING A RESUBDIVISION OF 19.972 ACRES, SITUATED IN THE E.T.J. OF THE CITY OF PENITAS, COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOTS 4 AND 5, BLOCK 10, OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D" OF PORCION 76, AS RECORDED IN VOLUME 6, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND

- FOUND #4 IRON ROD
- FOUND 60d NAIL
- △ SET C.P.S.
- ○ SET MAG NAIL W/PLASTIC CAP STAMPED MELDEN & HUNT
- ⊙ FOUND IRON PIPE
- ☑ ALUMINUM DISK SET IN CONCRETE

SCALE: 1"=100'

I, FRANK FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY PLAN FOR CAMINO REAL HIDALGO COUNTY, TEXAS. THE AGUA 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 THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA 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 ALL WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

10/2/09
MR. FRANK FLORES, GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT CAMINO REAL HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PENITAS, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

PLANNING AND ZONING COMMISSION OF THE CITY OF PENITAS, TEXAS AND

DATE THIS 11th DAY OF October, 20 09

CHAIRMAN

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

MAYOR, CITY OF PENITAS, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
"L1"	N48°00'00"W	35.36
"L2"	N48°00'00"E	35.36
"L3"	S45°00'00"E	21.21
"L4"	N45°00'00"W	35.36
"L5"	S45°00'00"W	35.36
"L6"	N45°00'00"W	35.36

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	BEARING
"C1"	62°21'38"	54.42'	50.00'	30.26'	51.77'	S81°10'49"W
"C2"	62°21'38"	54.42'	50.00'	30.26'	51.77'	N56°27'33"W
"C3"	62°21'38"	54.42'	50.00'	30.26'	51.77'	N05°54'05"E
"C4"	12°58'08"	20.00'	50.00'	10.14'	19.87'	N48°32'27"E

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

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

STATE OF TEXAS
COUNTY OF HIDALGO

MELDEN & HUNT, INC.
TEXAS REGISTRATION #F-1435

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE CAMINO REAL WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEB. 14, 2008 AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

9-16-09
FRED L. KURTH, PE # 54131 RPLS # 4750
DATE SURVEYED: FEBRUARY 14, 2008
DATE PREPARED: MARCH 14, 2008
F-845 PG.49-52 JOB No.08027.00
F-335 "D", PG. 40-41 SURVEY No. 05002.32

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE · 227 N. F.M. 3167
EDINBURG, TX 78541 · RIO GRANDE CITY, TX 78582
PH: (956) 381-0981 · PH: (956) 487-5603
FAX: (956) 381-1839 · FAX: (956) 487-8591
ESTABLISHED 1947 · www.meldenandhunt.com

DRAWN BY: CIRC H.J. DATE:
SURVEYED, CHECKED BY: DATE: 9-16-09
FINAL CHECK: DATE: 9/16/09

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
THIS PROPERTY LIES WITHIN ZONE "X" (NO SHADING), ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 02900, MAP REVISED JUNE 6, 2000.
FLOOD ZONE "X" (NO SHADING) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
THE AREAS WITHIN THE DRAINAGE SWALE EASEMENTS AND THE STREET RIGHTS OF WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFY NO OTHER AREA WITHIN THE SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR 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. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL OF THE FOLLOWING INTERNAL LOTS 1 THROUGH 31. (ANY OTHER USE (I.E.-MULTIFAMILY OR COMMERCIAL) SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATION FOR CONSTRUCTION IS REQUIRED PRIOR TO OCCUPYING THE LOT.

3. SETBACKS:

FRONT : 25' FOR INTERIOR STREETS OR GREATER FOR EASEMENT.
TOM GILL ROAD : ½ OF ROW NOT TO EXCEED 50'.
RODRIGUEZ STREET: ½ OF ROW NOT TO EXCEED 30'.
REAR : 10' OR GREATER FOR EASEMENT(S).
SIDE : 6' OR GREATER FOR EASEMENT.
SIDE CORNER : 10' OR GREATER FOR EASEMENT. LOT 35: 20'
GARAGE : 18' OR GREATER FOR EASEMENT.

4. MINIMUM-FINISH FLOOR ELEVATION NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD MEASURED FROM THE CENTER OF THE LOT OR 18 INCHES ABOVE NATURAL GROUND ELEVATION WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD AREA 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 FOR A DEVELOPMENT PERMIT APPLICATION.
BASE FLOOD ELEVATION:

5. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 40,177 CUBIC FEET (0.922 ACRE-FEET). EACH LOT WILL DETAIN 1,534 CUBIC FEET OF STORM WATER RUNOFF. DETAILS ABOUT DRAINAGE DETENTION, IN ACCORDANCE WITH THE LOCAL REQUIREMENTS, ARE INCLUDED IN DRAINAGE STATEMENT.

6. BENCH MARK NOTE:
BENCH MARK: #1 @ ALUMINUM MONUMENT LOCATED AT THE SOUTHEAST CORNER OF RODRIGUEZ STREET (3 MILE LINE ROAD) AND IOWA ROAD. ELEV. 207.16; NAVD 88.

BENCH MARK #2: COTTON PICKER SPINDLE SET AT NORTHWEST INTERSECTION OF TOM GILL ROAD AND RODRIGUEZ STREET (3 MILE LINE ROAD). ELEV. 221.49; NAVD 88.

BENCH MARK #3: ALUMINUM DISK IN CONCRETE LOCATED AN THE SOUTHEAST CORNER OF LOT 17 OF THIS SUBDIVISION. ELEV. 221.45; NAVD 88.

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

8. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENTS. 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.

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

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. THE LOT PURCHASER IS RESPONSIBLE FOR THE MAINTENANCE OF THE OSSF.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE REQUIRED MINIMUM OF 21,780 SQ. FT. OF LOT AREA WITH A POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT. EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

11. CAMPBELL A. PATTON, THE OWNER AND SUBDIVIDER OF "CAMINO REAL" 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.

12. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WIDTH OF 15 FEET, AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER ACCUPYING AN EASEMENT.

13. 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.

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

15. NO ACCESS SHALL BE ALLOWED FROM LOTS 1, THRU 32 ONTO TOM GILL ROAD & FROM LOTS 17 AND 21 ONTO RODRIGUEZ STREET.

16. FENCES ALONG LOTS 1, 32,33,34,35, 30,29,28,25,22, 21, & 17 SHALL BE PLACED IN AN AREA OUTSIDE THE AGUA S.U.D. EASEMENT.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, CAMPBELL A. PATTON
AS OWNER OF THE 19.972 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CAMINO REAL SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

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

CAMINO REAL OF TEXAS, LLC
CAMPBELL A. PATTON, PRESIDENT
2414 SENDERO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CAMPBELL A. PATTON,
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF Sept 2009

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2013

CELESTINE STEWART
Notary Public, State of Texas
My Commission Expires
August 26, 2013

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

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

HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

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: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CAMINO REAL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON:

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CAMINO REAL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON:

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

DRAINAGE SWALES

ALL LOTS IN CAMINO REAL ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CAMINO REAL TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CAMINO REAL SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT"), MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND \, OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND \, OR MAINTENANCE COSTS FORM 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 CAMINO REAL SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN CAMINO REAL SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT IS HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN CAMINO REAL 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.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

SHEET 1 OF 3 SHEETS

SHEET 1 OF 3 SHEETS

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PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: October 27, 2009

RE: **Adame Southwest Subdivision – Pct. 2**
Final Approval with Financial Guarantee

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.

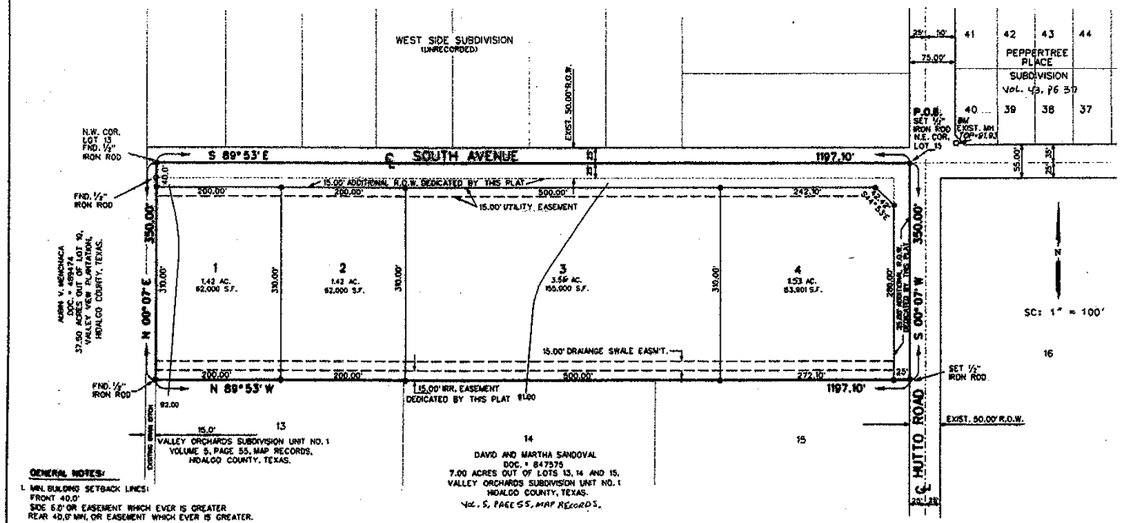
The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on September 22, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Developer has provided a Letter of Credit in the amount of Fifty Thousand Dollars ($50,000.00) to the City of Donna for the Waterline, Sanitary Sewer, Irrigation Line and Drainage Improvements.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **October 26, 2009**

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, ACCORDING TO THE MAP RECORDED IN VOLUME 5, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD SET IN THE CENTERLINE OF SOUTH AVENUE AND THE WEST R.O.W. LINE OF HUTTO 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 HUTTO AVENUE, A DISTANCE OF 350.00 FEET TO A ½" IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: N 89° 53' W, A DISTANCE OF 1197.10 FEET TO A ½" 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 ½" IRON ROD FOUND FOR THE SOUTH R.O.W. LINE OF SOUTH AVENUE, A TOTAL DISTANCE OF 350.00 FEET TO A ½" 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 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.

Oscar G. Adame 09/01/09
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 1ST DAY OF SEPTEMBER, 2009.

Leonor Arratia
NOTARY PUBLIC FOR THE STATE OF TEXAS

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 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 TEX. WATER CODES 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: _____

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No.1
ON THIS THE 18th DAY OF September, 2009.
ATTEST: _____ 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: _____ MAYOR BY: _____ 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 HERE APPROVED BY SUCH COMMISSION.
DATE THIS ____ DAY OF _____, 2009
ATTESTED: _____ PLANNING BOARD CHAIR PERSON BY: _____ 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 9/1/09
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 478
107 W. MUSCADINE ST.
WESLACO, TEXAS, 78598
PH. 956-968-2422

STATE OF TEXAS REGISTERED REYNALDO ROBLES 4032 PROFESSIONAL LAND SURVEYOR

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. 9/1/09
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST,
DONNA, TEXAS. 78537

STATE OF TEXAS REGISTERED GUILLERMO A ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 3

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 5.0' OR EASEMENT WHICH EVER IS GREATER
REAR 40.0' MIN, OR EASEMENT WHICH EVER IS GREATER.

2. 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.

3. O -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
● -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK ELEV. = 91.93' N.G.V.D. 29 TOP OF MANHOLE AT THE NORTHEAST CORNER OF THIS SUBDIVISION

5. FLOOD ZONE B - 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.(MEDIUM SHADING)
COMMUNITY-PANEL No. 480334 0435 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 FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 24,017 CUBIC -FEET 1.69 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

7. 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.

8. 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 OCCUPYING THE LOT

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

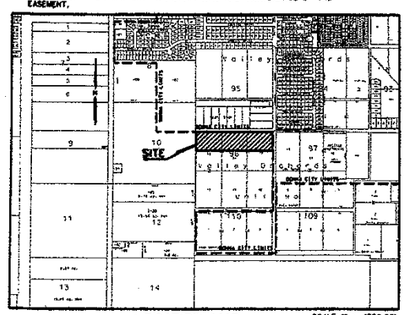
10. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. 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.

12. ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.

13. 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.

14. 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 ENTITLE 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, 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 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 RECORED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LOCATION MAP SCALE: 1" = 1320.00'

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 SOUTHEAST OF HIDALGO COUNTY AT THE SOUTHWEST CORNER OF SOUTH AVENUE AND HUTTO ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF DONNA; ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,845 /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

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 _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ADAME SOUTHWEST 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

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	OSCAR ADAME	P.O. BOX 205	DONNA, TEXAS 78537	(956) 464-9338
ENGINEER:	GUILLERMO A. ARRATIA	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. MUSCADINE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: JULY 13, 2009

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

INDEX TO SHEET OF ADAME SOUTHWEST SUBDIVISION

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SHEET 2	WATER DISTRIBUTION AND 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; SUBDIVIDER STATEMENT CERTIFICATION.
SHEET 3	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. 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: October 27, 2009

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

Encore Ranches is a thirty six (36) lot subdivision located on the Northeast corner of North 83rd Street and Curry Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 22, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

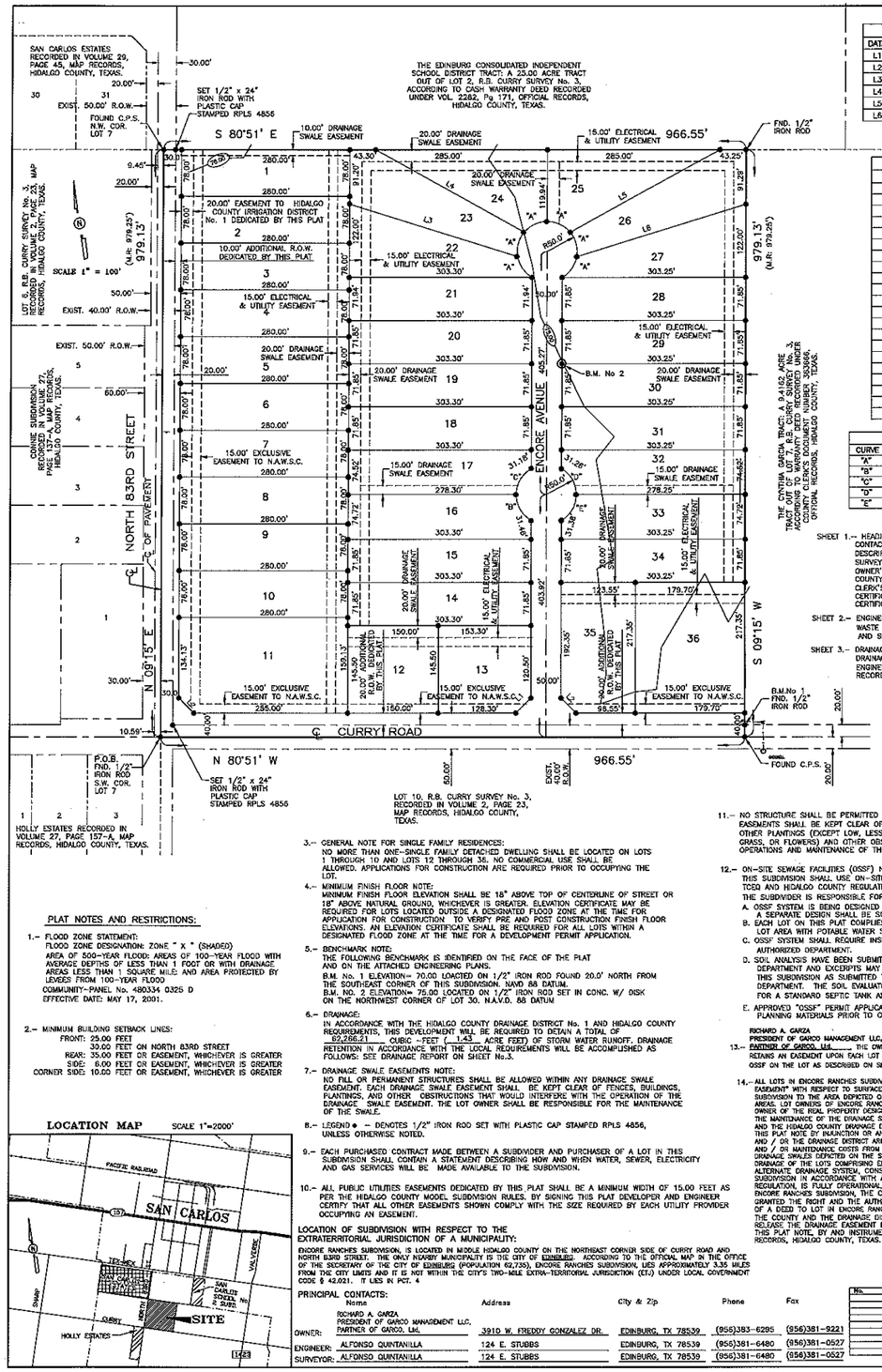
Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on 83rd Street that will serve as the primary source of water for the proposed development.

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

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on May 05, 2009. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $36,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of all septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **October 26, 2009**



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°12' E	35.39'
L2	N 35°48' W	35.32'
L3	S 63°17'44" E	292.26'
L4	S 51°39'03" E	282.33'
L5	N 69°58'29" E	282.82'
L6	N 81°45'41" E	292.53'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1–10	21,839.97	0.501
11	44,243.82	1.016
12	21,825.08	0.501
13	21,992.40	0.505
14–15	21,792.03	0.500
16	21,896.41	0.503
17	21,832.47	0.501
18–20	21,792.03	0.500
21	21,819.33	0.501
22	22,145.55	0.508
23	22,243.41	0.511
24	21,791.26	0.500
25	21,810.30	0.501
26	22,258.05	0.511
27	22,128.60	0.508
28–31	21,788.51	0.500
32	21,832.10	0.501
33	21,889.47	0.503
34	21,788.51	0.500
35	26,541.44	0.609
36	39,057.42	0.897

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	50°00'00"	50.00'	43.63'
"B"	59°54'00"	50.00'	52.27'
"C"	60°08'00"	50.00'	52.45'
"D"	59°54'00"	50.00'	52.27'
"E"	60°08'00"	50.00'	52.45'

INDEX TO SHEETS

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

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

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

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (SHADED)
AREA OF 500–YEAR FLOOD: AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE: AND AREA PROTECTED BY LEVEES FROM 100–YEAR FLOOD
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
30.00 FEET ON NORTH 83RD STREET
REAR: 25.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 10 AND LOTS 12 THROUGH 36. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 70.00 LOACTED ON 1/2" IRON ROD FOUND 20.0' NORTH FROM THE SOUTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 75.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 30. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 62,266.21 CUBIC –FEET (1.43 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

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

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

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

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

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
ENCORE RANCHES SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTHEAST CORNER SIDE OF CURRY ROAD AND NORTH 83RD STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), ENCORE RANCHES SUBDIVISION, LIES APPROXIMATELY 3.35 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

LOCATION MAP SCALE 1"=2000'

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383–6295	(956)381–9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

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

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
13.– PARTNER OF GARCO, Ltd. ____ THE OWNER & SUBMODER OF ENCORE RANCHES SUBDIVISION RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

SUBDIVISION PLAT OF:

ENCORE RANCHES SUBDIVISION

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

METES AND BOUNDS

A 21.73 ACRE TRACT OF LAND OUT OF LOT 7, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 1538, PAGE 340, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1415829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND AT THE INTERSECTION OF THE CENTERLINES OF NORTH 83rd STREET AND CURRY ROAD FOR THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THIS TRACT.

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

THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 966.55 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE CYNTHIA GARCIA TRACT (A 9.4162 ACRE TRACT OUT OF LOT 7, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 383666, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

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

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

BEARINGS ARE IN ACCORDANCE WITH SAN CARLOS ESTATES, RECORDED IN VOLUME 29, PAGE 45, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE 12TH DAY OF JANUARY 20 09.

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

15.– NO ACCESS WILL BE ALLOWED FROM CURRY ROAD ONTO LOTS 13 & 35.

16.– THERE IS AN EXISTING WATER WELL LOCATED ON LOT 36. THE WATER WELL WILL BE ABANDONED.

17.– 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.

18.– GENERAL NOTE FOR COMMERCIAL LOTS:
LOT 11 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 11 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

19.– LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE FOR LOT 11 FOR ABUTTING ALL RESIDENTIAL LOTS.

RIGHT OF WAY EASEMENT

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

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

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

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

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd,
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC. AS OWNER OF OF THE 21.73 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ENCORE RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd,
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

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

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

PRESIDENT

SECRETARY

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

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

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

ENCORE RANCHES (SUBDIVISION)

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

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

ENCORE RANCHES (SUBDIVISION)

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
REGISTERED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIVS\HIDALGO CO.\ENCORE RANCHES SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JAN. 12, 2009	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

BILL ANALYSIS

Senate Research Center

S.B. 1676
By: Hinojosa
International Relations & Trade
4/13/2009
As Filed

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

To limit the establishment of *colonias*, or housing developments in unincorporated areas, current law provides for certain restrictions that counties may use to limit subdivision plats in certain unincorporated areas.

As proposed, S.B. 1676 amends current law relating to fees charged for certificates issued under this section for a subdivision located in the county and not within the limits of a municipality.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 232.028(g), Local Government Code, to authorize the commissioners court to impose a fee for a certificate issued under this section for a subdivision which is located in the county and not within the limits of a municipality, rather than for a subdivision part of which is located in the extraterritorial jurisdiction of a municipality and part of which is not located in the extraterritorial jurisdiction of the municipality.

SECTION 2. Amends Section 232.029, Local Government Code, by adding Subsection (n), to authorize the commissioners court to impose a fee for a certificate issued under this section for a subdivision which is located in the county and not within the limits of a municipality. Authorizes the amount of the fee to be the greater of $30 or the amount of the fee imposed by the municipality for a subdivision that is located entirely in the extraterritorial jurisdiction of the municipality for a certificate issued under Section 212.0115 (Certification Regarding Compliance With Plat Requirements). Provides that a person who obtains a certificate under this section is not required to obtain a certificate under Section 212.0115.

SECTION 3. Effective date: September 1, 2009.

AI-18104 **17.A.**

Authority to Advertise

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting Authority to Advertise and Approval of Request for Qualifications for Professional Consultant Services to Provide Training for Head Start Staff on the Use of the Positive Behavior Support Program.

BACKGROUND

Policy Council Approval: 10.21.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Authority to Advertise

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:45 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 08:44 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 10/20/2009 11:12 AM	
Final Approval Date: 10/23/2009				

AI-18104 **17.A.**

Authority to Advertise

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting Authority to Advertise and Approval of Request for Qualifications for Professional Consultant Services to Provide Training for Head Start Staff on the Use of the Positive Behavior Support Program.

BACKGROUND

Policy Council Approval: 10.21.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Authority to Advertise

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:45 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 08:44 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 10/20/2009 11:12 AM	
Final Approval Date: 10/23/2009				

AI-18103 **17.B.**

Bid Awards and Contracts

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Bid Awards and Contracts to Lowest Bidders Meeting all Specifications for Roof and Siding Repairs - Bid #:2009-042-09-22

BACKGROUND

Policy Council Approval: 10.21.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Bid Awards and Contracts

Link: repair contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:44 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 08:39 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Linda Galaviz			Started On: 10/20/2009 11:07 AM	
Final Approval Date: 10/23/2009				

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: October 21, 2009

SUBJECT: Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting All Specifications for Roof & Siding Repairs Bid #2009-042-09-22

RATIONALE/NEED: Repairs of roofs and sidings on buildings are needed. These repairs must be completed by the end of this fiscal year.

RECOMMENDATION: Administration recommends approval of Bid Award to:

ADELCO		Rincones Group, Inc.		G.A.S. Enterprises	
(1) Las Milpas I HS	$8,375	(1) Donna I HS	$18,761	(1) Western Rd HS	$5,419
(2) Palmview I HS	$8,375	(2) Admin	$ 6,500	(2) Donna I HS HS	$4,385
(3) Palmview II HS	$8,375	(3) Palmview I	$ 8,750		
(4) San Juan II HS	$8,375				
TOTAL	$33,500	TOTAL	$34,011	TOTAL	$9,804

COST: $77,315

RELATED INFORMATION INCLUDED: Memo/Bid Tabulation/Contract

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: October 14, 2009

SUBJ: Bid #2009-042-09-22 "Repairs"

The Repair Bids for the Head Start facilities were received and opened on October 13, 2009. The following contractors with the lowest bids are recommended for the following locations;

Bid #2009-042-09-22

Vendor	Center	Cost	
Adelco	Las Milpas I Palmview I Palmview II San Juan II	$8,375 $8,375 $8,375 $8,375	
Rincones Group, Inc.	Donna I Admin Palmview I	$18,761 $6,500 $8,700	
G.A.S. Enterprises	Western Rd Donna I	$5,419 $4,385	

The attached bid tabulation exhibits all the bids submitted.

Should you have any questions please call me. Thank you.

Bid Tabulation
Bid #2009-042-09-22

FACILITY	REPAIR DESCRIPTION		Rincones Group, Inc.	Grande Valley Builders	G.A.S. Enterprises	ADELCO
DONNA I 1402 Silver Ave Donna TX 956-464-2443	Roof Repair	BID	$ 15,761.00	$ 25,753.00	$ 19,523.00	$ -
		OTHER COST	$ 2,259.00	$ -	$ -	N/A
		TOTAL	**$ 18,020.00**	**$ 25,753.00**	**$ 19,523.00**	**$ -**
LAS MILPAS I 714 Zapata Ave Pharr TX 956-783-1723	Roof Repair	BID	$ 11,777.50	$ 16,236.00	$ 10,674.00	$ 8,375.00
		OTHER COST	$ 500.00	$ -	$ -	$ -
		TOTAL	**$ 12,277.50**	**$ 16,236.00**	**$ 10,674.00**	**$ 8,375.00**
PALMVIEW I 501 Commercial dr. Palmview TX 956-280-1394	Roof Repair	BID	$ 8,078.00	$ 13,500.00	$ 9,322.00	$ 8,375.00
		OTHER COST	$ 750.00	$ -	$ -	$ -
		TOTAL	**$ 8,828.00**	**$ 13,500.00**	**$ 9,322.00**	**$ 8,375.00**
PALMVIEW II 618 Breyfogle Rd Palmview TX 956-583-4435	Roof Repair	BID	$ 21,020.00	$ 23,864.00	$ 13,172.00	$ 8,375.00
		OTHER COST	$ 500.00	$ -	$ -	$ -
		TOTAL	**$ 21,520.00**	**$ 23,864.00**	**$ 13,172.00**	**$ 8,375.00**
SAN JUAN II 601 Earling Rd San Juan TX 956-782-1056	Roof Repair	BID	$ 21,533.85	$ 23,864.00	$ 13,278.00	$ 8,375.00
		OTHER COST	$ -	$ -	$ -	$ -
		TOTAL	**$ 21,533.85**	**$ 23,864.00**	**$ 13,278.00**	**$ 8,375.00**
WESTERN ROAD Corner of 2221 and Western Rd Mission TX 956-583-9700	Roof Repair	BID	$ 6,043.33	$ 6,800.00	$ 5,419.00	$ 7,816.00
		OTHER COST	$ 500.00	$ -	$ -	$ -
		TOTAL	**$ 6,543.33**	**$ 6,800.00**	**$ 5,419.00**	**$ 7,816.00**
FACILITY	REPAIR DESCRIPTION					
ADMINISTRATION 1901 W. Hwy 107 McAllen TX 956-383-0706	Exterior Repair / Siding	BID	$ 6,500.00	$ 16,500.00	$ 7,800.00	$ 18,878.00
		OTHER COST	$ -	$ -	$ -	$ -
		TOTAL	**$ 6,500.00**	**$ 16,500.00**	**$ 7,800.00**	**$ 18,878.00**
DONNA I 1402 Silver Ave Donna TX 956-464-2443	Exterior Repair / Siding	BID	$ 4,500.00	$ -	$ 4,385.00	$ 8,518.00
		OTHER COST	$ -	$ -	$ -	$ -
		TOTAL	**$ 4,500.00**	**$ -**	**$ 4,385.00**	**$ 8,518.00**
PALMVIEW I 501 Commercial dr. Palmview TX 956-280-1394	Exterior Repair / Siding	BID	$ 8,750.00	$ 21,999.00	$ 9,310.00	$ 8,978.00
		OTHER COST	$ -	$ -	$ 5,105.00	$ -
		TOTAL	**$ 8,750.00**	**$ 21,999.00**	**$ 14,415.00**	**$ 8,978.00**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR REPAIR SERVICES
Bid# 2009-042-09-22

THIS AGREEMENT (The "Agreement") is made effective the **27th day of October, 2009** by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Adolfo Vela,** a resident of Hidalgo County (hereinafter "Contractor") to serve at the pleasure of the Hidalgo County Head Start Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Contractor to provide the repair services necessary to the Program that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the repair services enumerated hereinafter to Hidalgo County Head Start Program.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Program and Contractor agree as follows:

1. As consideration for the services of Contractor described in Appendix A, Program Agrees to pay Contractor the fees as outlined in Appendix

B, which is attached, to and made a part of this Agreement.

2. Contractor must comply with all applicable Program policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent Contractor and is not an employee of the Program or any agency thereof, and represents and warrants that Contractor does not desire or request any fringe benefits provided to employees of the Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

3. Any contract award to Contractor will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

4. Contractor may not assign the obligations or rights under this Agreement to any person without the prior written consent of the Program.

5. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Agreement will be effective as of October 27th, 2009, and expires December 31st 2009.

6. Insurance and Bonds. Contractor should provide within ten (10) days of awarded contract proof of insurance as required in the Bid packet. Provider agrees to be insured for general liability and auto liability insurance covering his/her employee's activities and services and Workers Compensation Insurance in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Contractor shall furnish the Program a certificate issued by their insurer that such insurance is in full force and

effect.

7. 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 sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to Program:	Hidalgo County Head Start Program Attn: Teresa Flores P.O. BOX 0117 Edinburg, Texas 78540
If to Contractor:	Adolfo Vela 301 Quamasia Ave. McAllen TX, 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

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 this Agreement and any present or future law, ordinance or administrative, executive or judicial

regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. No Waiver. No waiver by Program 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.

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 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 Program and Contractor and not otherwise.

11. Texas Law to Apply. This Contract shall be construed under and in Accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. Successors. This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Agreement.

14. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

15. 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.

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 the singular shall include the plural whenever and as often as may be appropriate.

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

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Contractor warrants that no employee or agent of the Program has been retained to solicit or secure this

Agreement and that Contractor has not paid or agreed to pay any employee of Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Head Start Program does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Contrctor. Program, 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 Program pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are incurred by Program which are primarily attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, Program agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which

are incurred by Contractor which are primarily attributable to the acts or omissions of Program or the acts or omissions of Program employees, agents or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. Contractor represents and warrants to Program that all representations and warranties of Contractor as contained in its responses to Program's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Constractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Contractor acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in Program's Request or Bids as a material inducement to Program to enter into the Agreement.

EXECUTED and effective as of the_____ day and _____, 2009 first written above.

APPROVED BY COMMISSIONERS COURT ON: October 27, 2009

Contractor:
Adolfo Vela

By:_____
(Contractor Name)

By:_____
(Print Name)

By:_____
(Title)

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

By:_____
Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

APPENDIX "A"

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
- Must meet Davis Bacon Act requirements
- Must meet occupational code
- Time frame: Project to be completed before 12/31/2009

APPENDIX "B"
CONTRACTOR FEE

Program agrees to pay a professional construction fee in the amount of Thirty Three Thousand Five Hundred Dollars ($33,500). Itemized as follows:

- **Las Milpas Center Roof Repair** **$8,375.00**
- **Palmview I Center Roof Repair** **$8,375.00**
- **Palmview II Center Roof Repair** **$8,375.00**
- **San Juan II Center Roof Repair** **$8,375.00**

EXHIBIT "C"
INSURANCE DOCUMENTATION

AI-18102 **17.C.**

Declare Obsolete the Attached List of Items

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 10.21.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Items will be transferred to the auction site for disposition in a surplus auction October 31, 2009 if approved by CC.

Attachments

Link: Declare Obsolete

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:44 PM	APRV
2	Roland Garcia	Rolando Garcia	10/22/2009 04:48 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Linda Galaviz — Started On: 10/20/2009 11:02 AM

Final Approval Date: 10/23/2009

AI-18102 **17.C.**

Declare Obsolete the Attached List of Items

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 10.21.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Items will be transferred to the auction site for disposition in a surplus auction October 31, 2009 if approved by CC.

Attachments

Link: Declare Obsolete

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:44 PM	APRV
2	Roland Garcia	Rolando Garcia	10/22/2009 04:48 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Linda Galaviz — Started On: 10/20/2009 11:02 AM

Final Approval Date: 10/23/2009

AI-18101 **17.D.**

Financial Report - September 2009

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Financial Report: September 2009

BACKGROUND

Policy Council Approval: 10.21.09

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	10/21/2009 04:43 PM	APRV
2	Roland Garcia	Rolando Garcia	10/22/2009 08:53 AM	APRV
3	Auditor's Office	Linda Fong	10/23/2009 03:50 PM	APRV
4	Purchasing Department	Marty Salazar	10/23/2009 04:23 PM	APRV

Form Started By: Linda Galaviz — Started On: 10/20/2009 11:00 AM

Final Approval Date: 10/23/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: October 21, 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 Report-September 2009

****

INITIATED BY: Elma Keller, Finance Director EK

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Irene Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2009 POLICY COUNCIL BUDGET
From 9/1/2009 Through 9/30/2009

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	10,848,368.57	0.00	4,797,731.45	31%	1,172,047.67
02	FRINGE BENEFITS	5,649,980.85	3,960,043.99	0.00	1,689,936.86	30%	435,958.07
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100%	0.00
04	EQUIPMENT	12,000.00	0.00	11,830.48	169.52	1%	0.00
05	SUPPLIES	1,212,277.20	811,675.87	40,391.00	360,210.33	30%	170,863.94
06	OTHER COST	1,750,094.93	1,435,395.90	91,039.53	223,659.50	13%	157,309.71
Report Total		24,280,453.00	17,055,484.33	143,261.01	7,081,707.66	29%	1,936,179.39

AI-18100 **17.E.**

LAP-D Report

CC REGULAR

Date:	10/27/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Report of the Pre Language Assessmet Profile-Development (LAP-D)

BACKGROUND

Policy Council Approval: 10.21.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: LAP-D Repot

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 04:43 PM	APRV
2	Roland Garcia	Rolando Garcia	10/22/2009 08:45 AM	APRV
3	Auditor's Office	Linda Fong	10/23/2009 03:50 PM	APRV
4	Purchasing Department	Marty Salazar	10/23/2009 04:23 PM	APRV

Form Started By: Linda Galaviz — Started On: 10/20/2009 10:56 AM

Final Approval Date: 10/23/2009

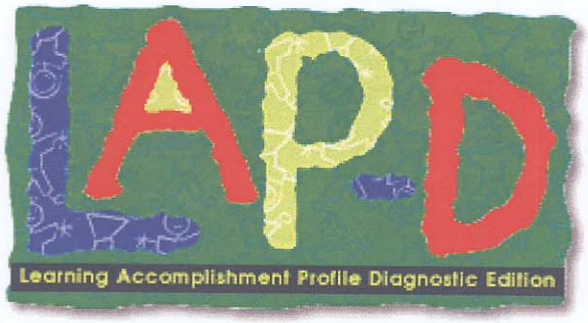
Agency Name: Hidalgo County Head Start

Head Start Outcomes Report for Hidalgo County Head Start

Based on Results From the LAP-D Assessment

Report Period: 08/17/2009 through 10/14/2009

Pre [X] Mid [ ] Post [ ]



Head Start Child Outcome Framework:

Head Start programs must have in place an assessment system that not only measures and reports on a child's progress, but provides information useful for program planning and follow-up. As a standardized assessment instrument, the LAP-D measures children's developmental performance across four domains each containing two subscales and provides information concerning each child's developmental progress as compared to the normative sample. Two additional observation check-lists are included with the LAP-D for Personal/Social Development and Self-Help. The LAP-D provides information useful for measuring and reporting on a child's progress as well as aggregated data for program monitoring.

The following reports correlate the developmental milestones contained in the LAP-D to the Domains, Domain Elements, and Indicators from the Head Start Child Outcomes Framework. Selections were made based on the Domain, Domain Element and Indicator that most closely corresponded to the abilities of typically developing children at the developmental age for each milestone in the LAP-D. There are several instances in which specific milestone(s) could be associated with multiple indicators in the Outcomes Framework. For purposes of correlating the developmental milestones to the Outcomes Framework, we have kept items at a one-to-one association and matched the milestone to the indicator that best matches a child's ability at that age.

(The LAP-D does not measure progress towards listening, understanding and speaking English for non-English speaking children).

Tables 1 and 2 show the correspondence of the LAP-D to the Outcomes Framework. Legislatively, Head Start is required to collect and analyze data on thirteen specific Domain elements and/or indicators. Domains and/or Domain Elements containing these 13 items are denoted with an *.

Table 1

Domain	# of Milestones
Language Development *	37
Literacy *	11
Mathematics *	52
Science	17
Creative Arts	3
Social & Emotional	35
Approaches to Learning	3
Phsyical Health & Development	168

Table 2 lists the Head Start Child Outcomes Framework, Domains, and Domain Elements and the individual LAP-D milestones associated with each Domain Element. Information contained in the LAP-D Milestone column refers to the LAP-D item number as shown in the scoring booklet

Table 2

Domain	Domain Element	LAP-D Milestone
Language Development	Listening and Understanding *	LC1,LC2,LC3,LC4,LC5,LC7,LC8,LC9,LC10,LC11,LC12,LC13
	Speaking and Communicating *	LN1,LN2,LN3,LN4,LN5,LN6,LN7,LN8,LN9,LN10,LN11,LN13,LN14,LN23,LN24,LN25,LN26
Literacy	Phonological Awareness *	CM24
	Book Knowledge and Appreciation *	FM3,FM7,LN21,LC15
	Print Awareness and Concepts *	LN30,LC23
	Early Writing	FW2,FW20
	Alphabet Knowledge *	LC22, LN27
Mathematics	Number and Operations *	CC1,CC8,CC10,CC12,CC13,CC14,CC15,CC16,CC17,CC18 CC19,CC20,CC21,CC22,CC23,CC24,CC25,CC26,CC27
	Geometry and Spatial Sense	FM17,FM18,FM20,FM21,FM23,CM5,CM6,CM7,CM12,CM16
	Patterns and Measurement	CC3,CC6,CC7,CC11,CM3,CM10,CM21
Science	Scientific Skills and Methods	CM8,CM9,CM19,LN19,LN28,LN29
	Scientific Knowledge	FW13,FW15,FW21,FW23, FW25,CC30,CM15,LN15,LN16,LN17,LN20
Creative Arts	Music	-
	Art	-
	Movement	PS40
	Dramatic Play	PS2,PS23
Social and Emotional Devemopment	Self Concept	PS4,PS5,PS6,PS16,PS17,PS18,PS27,PS30,PS35
	Self-Control	PS14,PS20,PS21,PS34

Domain	Domain Element	LAP-D Milestone
Social and Emotional Development	Cooperation	PS3,PS8,PS9,PS11,PS12,PS19,PS22,PS33,PS37,PS39
	Social Relationships	PS1,PS10,PS24,PS25,PS31,PS32,PS36
	Knowledge of Families and Communities	PS15,PS26,PS28,PS29,PS38
Approaches to Learning	Initiative and Curiosity	LN12,LN18,LN22
	Engagement and Persistence	-
	Reasoning and Problem Solving	-
Physical Health and Development	Fine Motor Skills	FM1,FM2,FM4,FM5,FM6,FM8,FM9,FM10,FM11,FM12 FM13,FM14,FM15,FM16,FM19,FM22,FM24,FM25,FM26 FM27,FM28,FW1,FW3,FW4,FW5,FW6,FW7,FW8,FW9 FW10,FW11,FW12,FW14,FW16,FW17,FW18,FW19 FW22,FW24,FW26,FW27,FW28,FW29,FW30,FW31 CC5,CM1,CM2,CM4,CM11,CM14
	Gross Motor Skills	GB1,GB2,GB3,GB4,GB5,GB6,GB7,GB8,GB9,GB10,GB11 GB12,GB13,GB14,GB15,GB16,GB17,GB18,GB19,GB20 GB21,FB22,GB23,GB24,GB25,GB26,GB27,GB28,GB29 GB30,GB31,GB32,GB33,GB34,GO1,GO2,GO3,GO4 GO5,GO6,GO7,GO8,GO9,GO10,GO11,GO12,GO13 GO14,GO15,GO16,GO17,GO18,GO19,GO20,GO21
	Health Status and Practices	SH1,SH2,SH3,SH4,SH5,SH6,SH7,SH8,SH9,SH10,SH11 SH12,SH13,SH14,SH15,SH16,SH17,SH18,SH19,SH20 SH21,SH22,SH23,SH24,SH25,SH26,SH27,SH28,SH29 SH30,SH31,SH32,SH33,SH34,SH35,SH36,SH37,SH38 SH39,SH40,SH41,SH42,SH43,SH44,SH45,SH46,SH47 SH48,SH49,SH50,SH51,SH52,SH53,SH54,SH55,SH56 SH57,SH58,SH59,SH60

Legend:

FM Fine Motor: Manipulation
FW Fine Motor: Writing
CM Cognitive: Matching
CC Cognitive: Counting
LN Language: Naming
LC Language: Comprehension

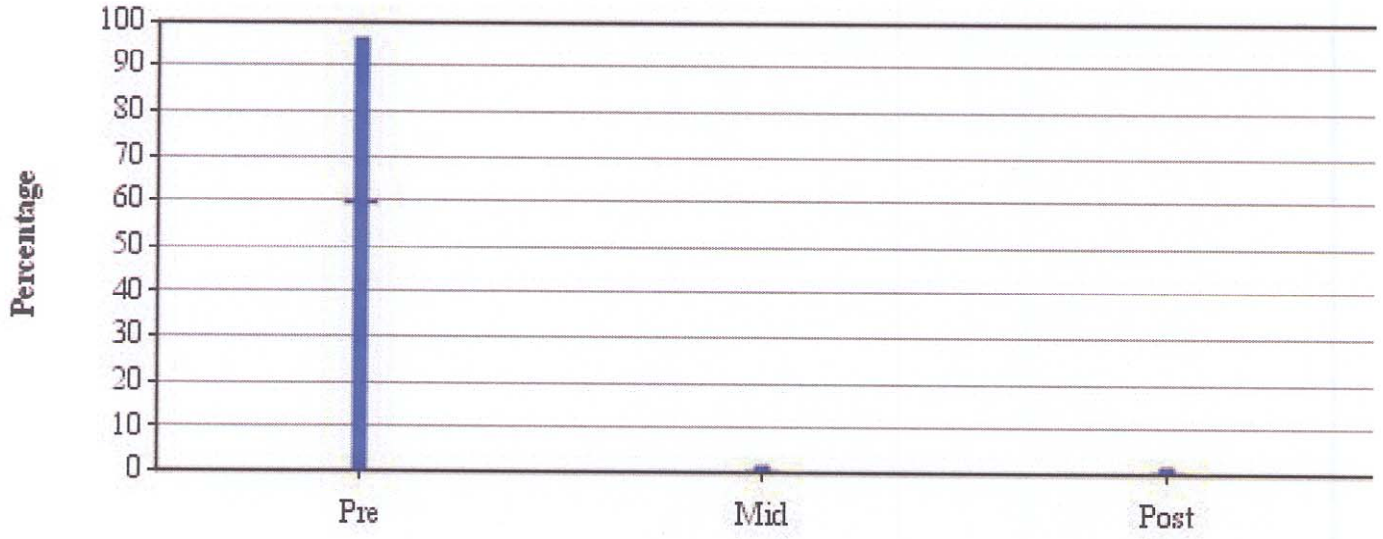
GBGross Motor: Body Movement
GOGross Motor: Object Movement
PSPersonal/Social
SHSelf-Help

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Language Development

Domain Element: Listening and Understanding *
Speaking and Communicating *



Lowest Percentage	0.00
Program Average	59.53
Highest Percentage	94.59

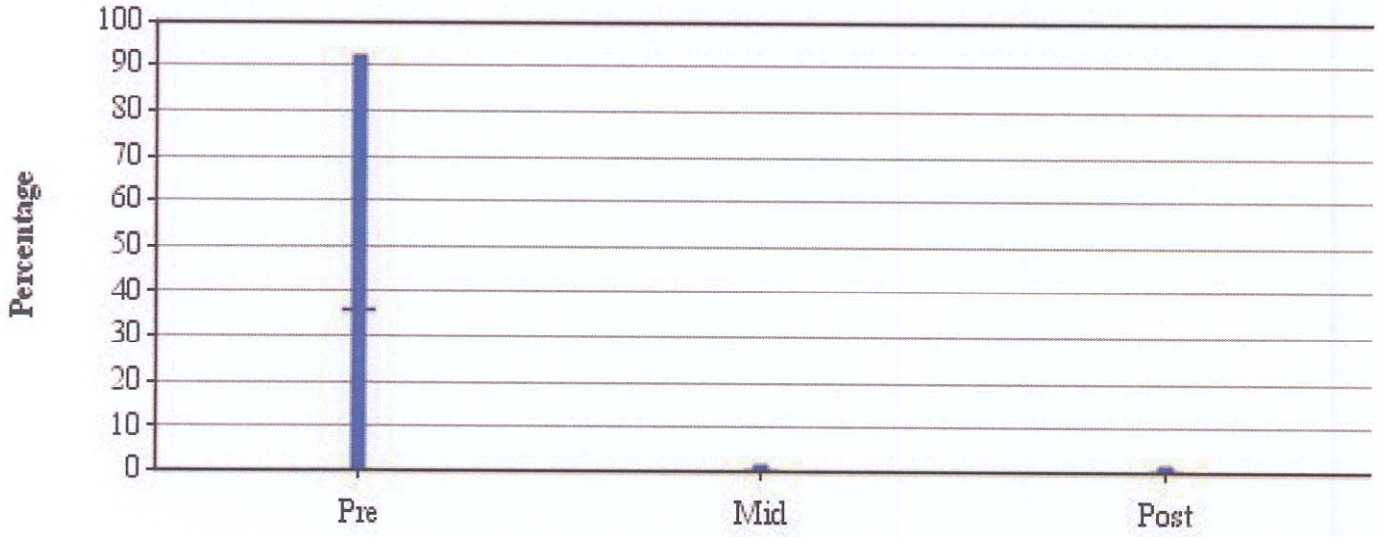
	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	59.53		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Literacy

Domain Element: Phonological Awareness *
Book Knowledge and Appreciation *
Print Awareness and Concepts *
Early Writing
Alphabet Knowledge *



Lowest Percentage	0.00
Program Average	35.84
Highest Percentage	90.90

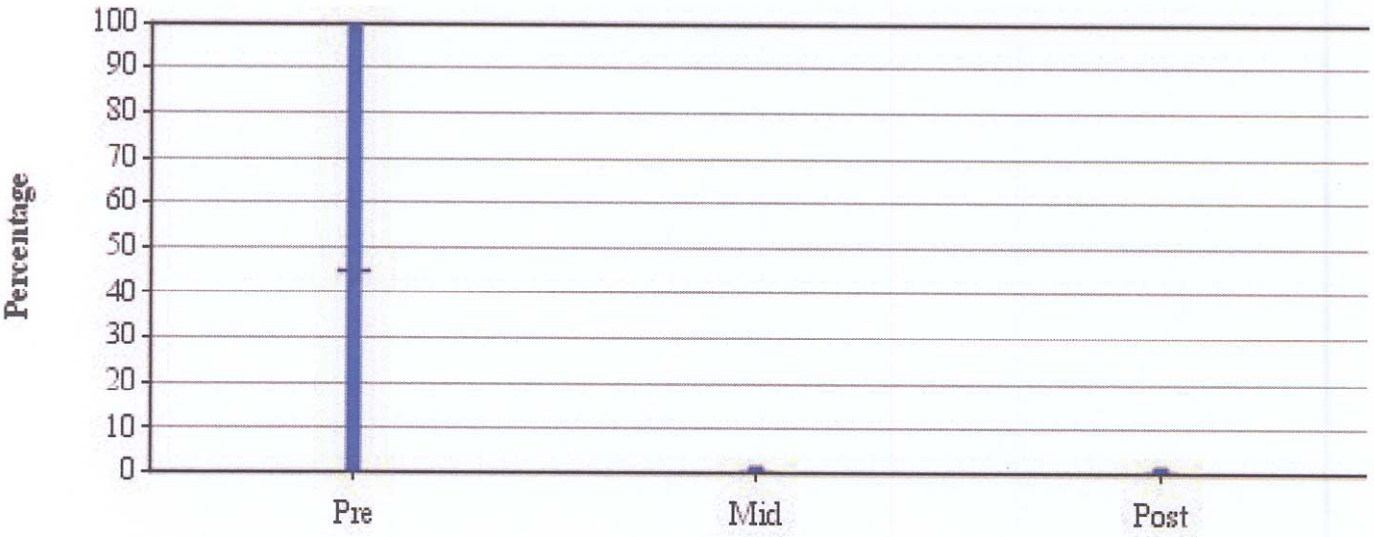
	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	35.84		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Mathematics

Domain Element: Number and Operations *
Geometry and Spatial Sense
Patterns and Measurements



Lowest Percentage	0.00
Program Average	44.87
Highest Percentage	100.00

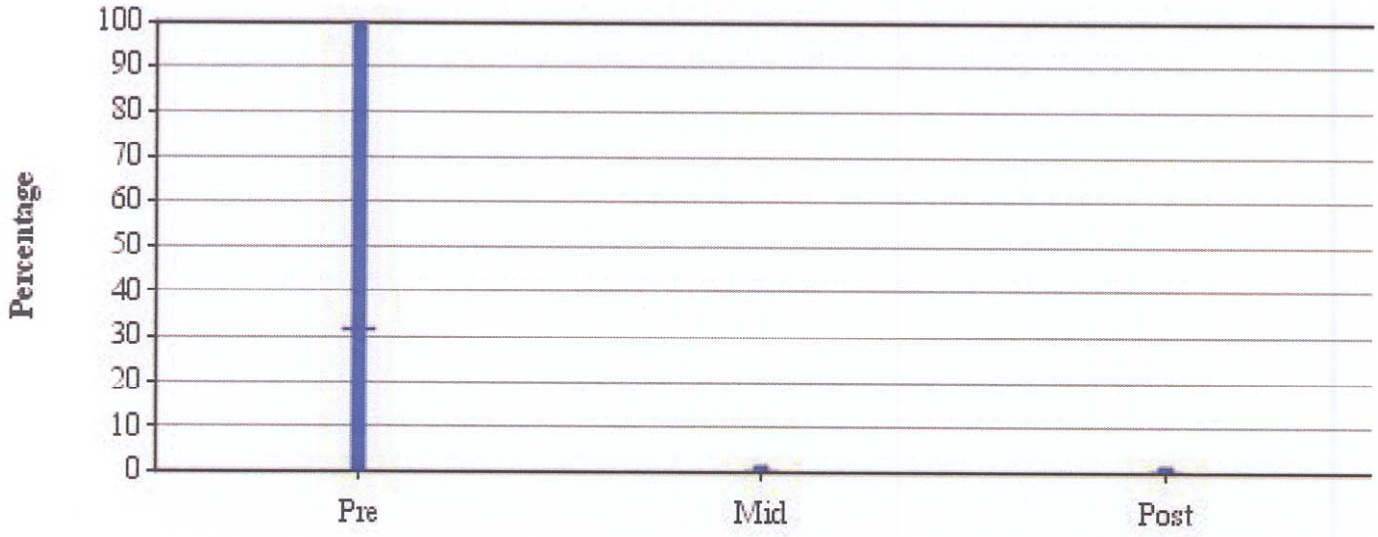
	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	44.87		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Science

Domain Element: Scientific Skills and Methods
Scientific Knowledge



Lowest Percentage	0.00
Program Average	31.52
Highest Percentage	100.00

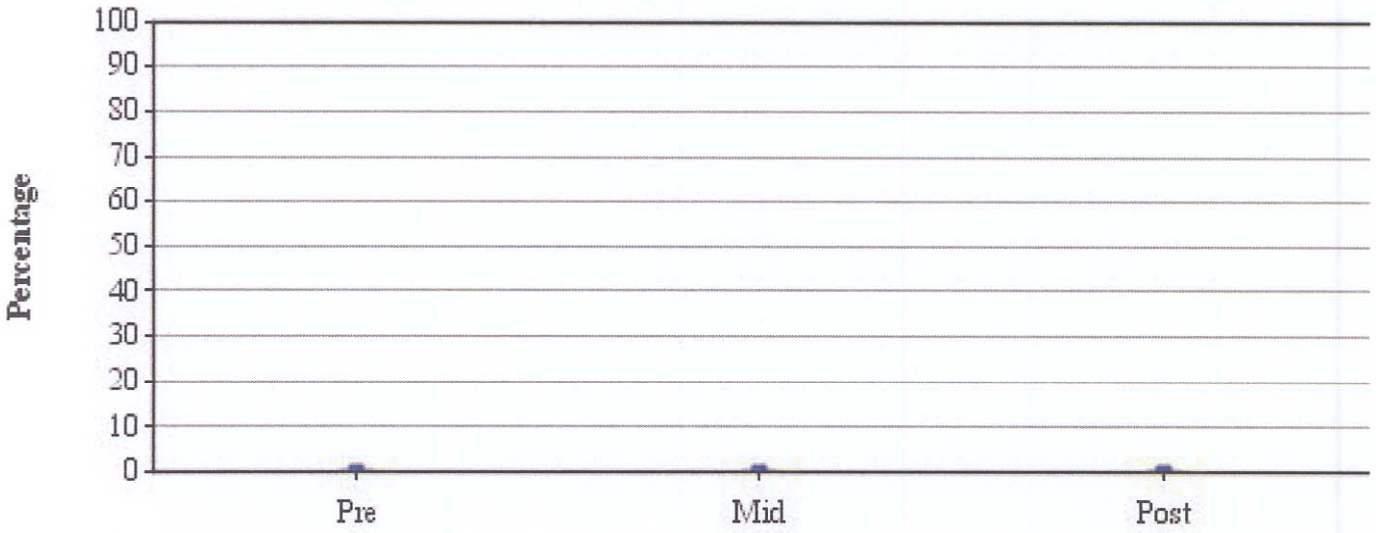
	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	31.52		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Creative Arts

Domain Element: Music
Art
Movement
Dramatic Play



Lowest Percentage	0.00
Program Average	0.00
Highest Percentage	0.00

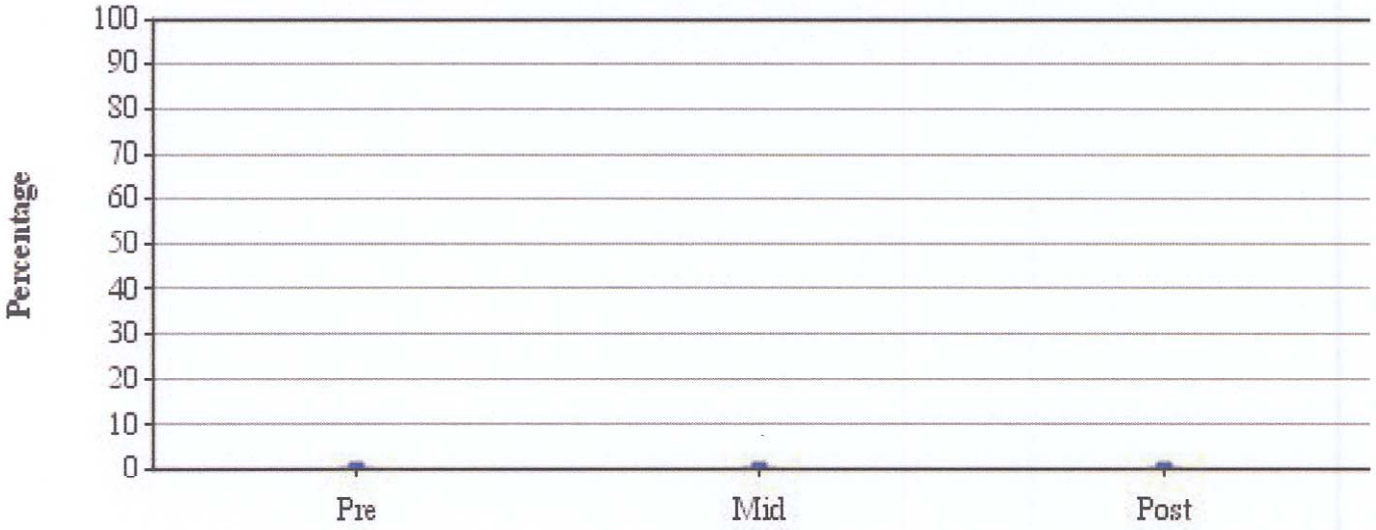
	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	0.00		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Social and Emotional Development

Domain Element: Self Concept
Self-Control
Cooperation
Social Relationships
Knowledge of Families and Communities



Lowest Percentage	0.00
Program Average	0.00
Highest Percentage	0.00

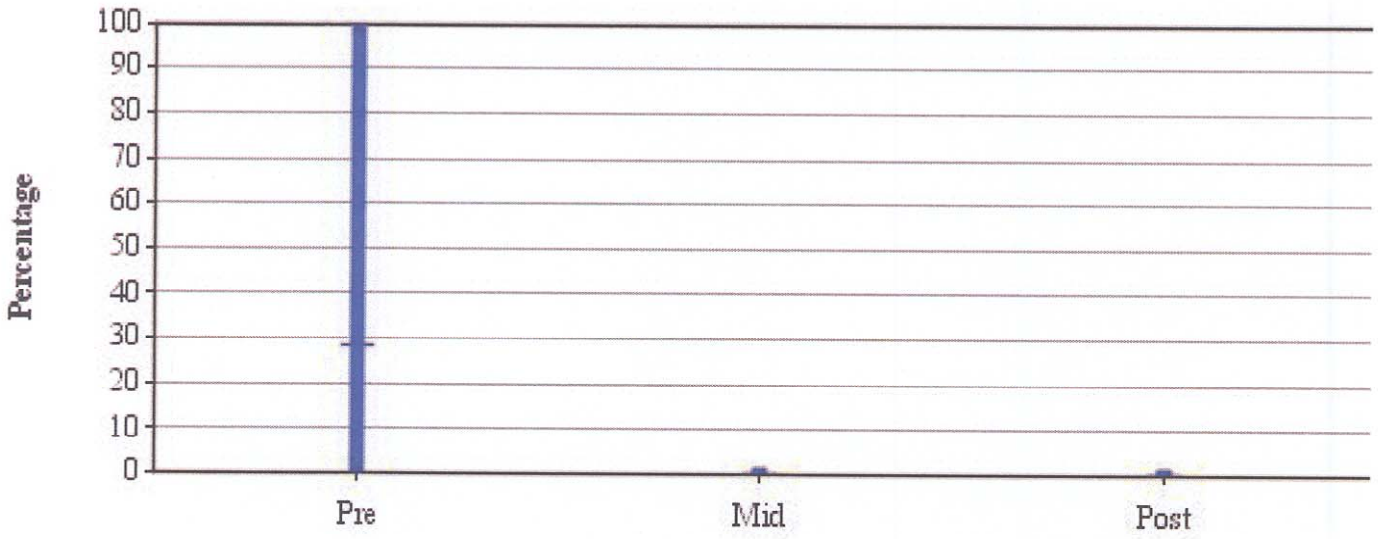
	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	0.00		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Approaches to Learning

Domain Element: Initiative and Curiosity
Engagement and Persistence
Reasoning and Problem Solving



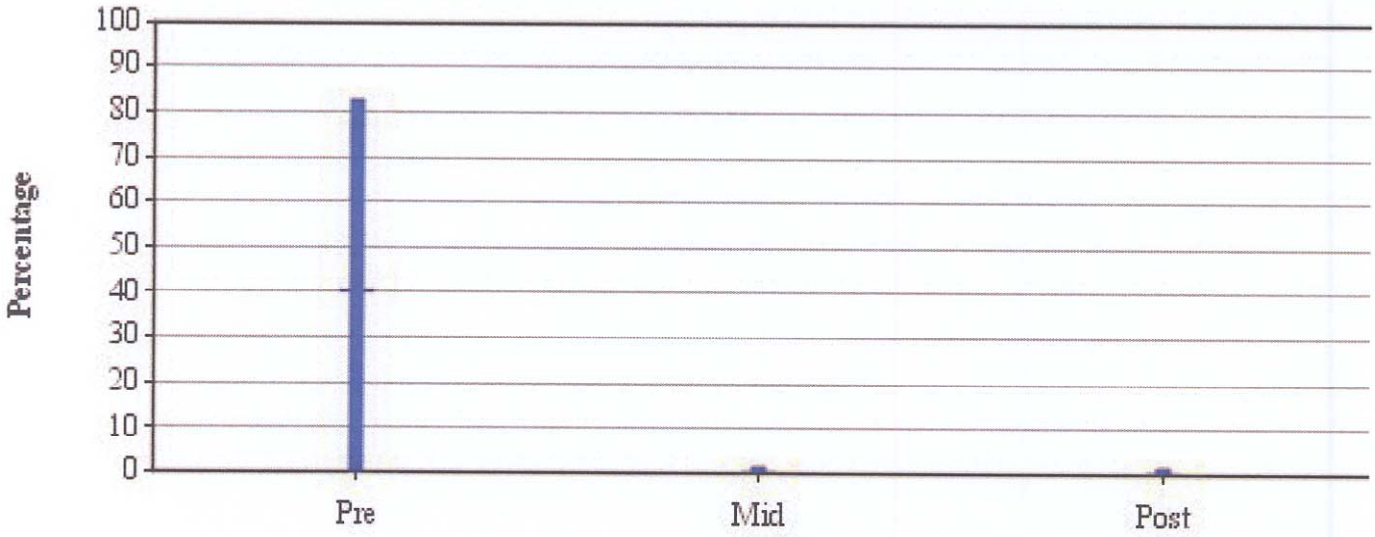
Lowest Percentage	0.00
Program Average	28.30
Highest Percentage	100.00

	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	28.30		
Avg. Percentage Gain <Loss>			

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain:	Physical Health and Development
Domain Element:	Fine Motor Skills Gross Motor Skills Health Status and Practices



Lowest Percentage	0.00
Program Average	40.21
Highest Percentage	80.95

	Pre	Mid	Post
Number of Sites:	43		
Number of Children	3403		
Average	40.21		
Avg. Percentage Gain <Loss>			

AI-18135 **18.A.**

Landata Claim

CC REGULAR

Date:	10/27/2009
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval of claim/invoice #041987 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 10/22/09.

Attachments

Link: Landata Technologies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 01:29 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/22/2009 01:51 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Rene Perez — Started On: 10/21/2009 11:21 AM

Final Approval Date: 10/23/2009

Landata Technologies, Inc.
5730 Northwest Pkwy, Suite 100
San Antonio, TX 78249
Phone: (210) 366-9582
Fax: (210) 366-3058

INVOICE

DATE 10/5/2009
INVOICE NO. 041987
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.

AI-18140 **19.A.**

2009 Tax Roll Totals

CC REGULAR

Date:	10/27/2009
Submitted By:	Neida Chavana, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	Tax Office

Information

CAPTION

"Approval of 2009 Tax Roll Totals - as per Sec. 26.09(e) of the Texas Property Tax Code."

BACKGROUND

Fiscal Impact

Attachments

Link: 2009 Tax Roll Totals - Co

Form Routing/Status

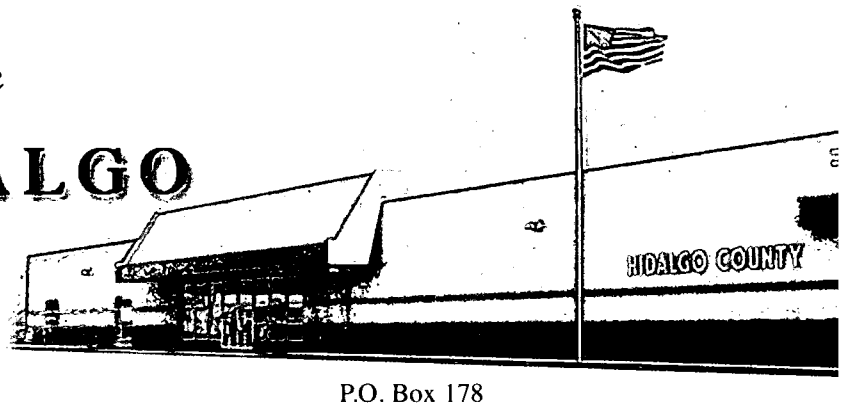
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 02:32 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2009 03:04 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Neida Chavana — Started On: 10/21/2009 02:08 PM

Final Approval Date: 10/23/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

October 20, 2009

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

Dear Gentlemen:

Enclosed please find the 2009 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

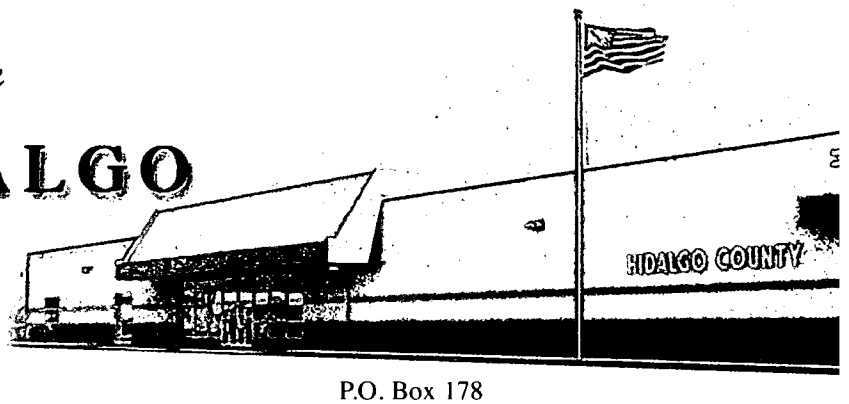
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll

ABJ:nc

Xc: Hon. Rey Eufracio,
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

STATE OF TEXAS
COUNTY OF HIDALGO

I, ARMANDO BARRERA JR., RTA, Assessor-Collector of Hidalgo County for HIDALGO COUNTY, in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived contains a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2009. Said list and property values were certified and submitted to me by Rolando Garza, Chief Appraiser for the Hidalgo County Appraisal District.

_____
ARMANDO BARRERA JR, RTA
TAX ASSESSOR-COLLECTOR,
HIDALGO COUNTY, TEXAS

SUBSCRIBED AND SWORN TO ME THIS THE ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC,
HIDALGO COUNTY TEXAS

COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE _____ DAY OF _____,A.D., 20_____.

HIDALGO COUNTY JUDGE JD SALINAS, _____

PCT #1 COMMISSIONER SYLVIA HANDY, _____

PCT #2 COMMISSIONER HECTOR (TITO) PALACIOS, _____

PCT #3 COMMISSIONER JOE FLORES, _____

PCT #4 COMMISSIONER OSCAR GARZA, _____

_____
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

ENTITY HIDALGO COUNTY 2009

JURISDICTION 1

EXEMPT VALUE	3,740,605,929	TOTAL PARCELS		335,384
AG EXCLUSION	3,245,223,372	TOTAL MARKET VALUE		35,741,587,515
HS CAPPED AMOUNT	225,797,986	TOTAL EXEMPT PROPERTY	-	8,142,268,057
ABATED AMOUNT	638,990	TAXABLE VALUE	=	27,599,319,458
FREEPORT VALUE	332,314,447	FROZEN TAXABLE	-	1,743,714,486
HB366 VALUE	65,341	NET TAXABLE VALUE	=	25,855,604,972
POLLUTION VALUE	56,412,336	TAX RATE PER $100	*	0.5900
HISTORICAL CALUE	87,745	LEVY (Before Frozen Levy Loss)	=	152,548,069.33
PRIMARILY CHRTBLE	1,487,856	FROZEN LEVY	+	8,603,293.16
MOBILE HM EXEMTION	0	LATE AG	+	19,515.26
CHDO EXEMPTION	8,815,835	LATE RENDITION	+	215,953.69
OVER 65 HOMESTEAD EXEMPTION	464,685,744	LEVY	=	161,386,831.44
VETERAN FULL EXEMP	44,610,929	TOTAL LEVY (From TC501)	=	161,386,867.48
VETERAN EXEMPTIONS	21,521,547	VARIANCE	+/-	-36.04
TOTAL EXEMPT PROPERTY	**8,142,268,057**			

Assessment Roll Grand Totals Report

HIDALGO PRODUCTION SITE

Tax Year: **2009** As of: **Supplement 1**

GHD - Hidalgo County (ARB Approved Totals)

Number of Properties: 335385

Land Totals						
Land - Homesite	(+)	$2,811,006,157				
Land - Non Homesite	(+)	$7,594,094,967				
Land - Ag Market	(+)	$3,417,348,685				
Land - Timber Market	(+)	$0				
Land - Exempt Ag/Timber Market	(+)	$729,238				
Total Land Market Value	**(=)**	**$13,823,179,047**	**(+)**	**$13,823,179,047**		
Improvement Totals						
Improvements - Homesite	(+)	$6,761,236,571				
Improvements - Non Homesite	(+)	$9,897,924,028				
Total Improvements	**(=)**	**$16,659,160,599**	**(+)**	**$16,659,160,599**		
Other Totals						
Personal Property (17295)		$2,661,134,387	(+)	$2,661,134,387		
Minerals (18527)		$2,598,842,720	(+)	$2,598,842,720		
Autos (0)		$0	(+)	$0		
Total Market Value			**(=)**	**$35,742,316,753**		**$35,742,316,753**
Total Homestead Cap Adjustment (22933)					(-)	**$225,797,986**
Total Exempt Property (7683)					(-)	**$3,741,335,167**
Productivity Totals						
Total Productivity Market (Non Exempt)	(+)	$3,417,348,685				
Ag Use (18643)	(-)	$172,125,313				
Timber Use (0)	(-)	$0				
Total Productivity Loss	**(=)**	**$3,245,223,372**			(-)	**$3,245,223,372**
Total Assessed					(=)	**$28,529,960,228**
Exemptions			**(HS Assd**	**9,162,678,292)**		
(HS) Homestead Local (115963)	(+)	$0				
(HS) Homestead State (115963)	(+)	$0				
(O65) Over 65 Local (31967)	(+)	$460,868,494				
(O65) Over 65 State (31967)	(+)	$0				
(DP) Disabled Persons Local (6804)	(+)	$0				
(DP) Disabled Persons State (6804)	(+)	$0				
(DV) Disabled Vet (2983)	(+)	$69,949,726				
(PC) Pollution Control (31)	(+)	$56,412,336				
(HT) Historical (1)	(+)	$87,745				
(FP) Freeport (129)	(+)	$332,314,447				
(HB366) House Bill 366 (86)	(+)	$65,341				
(AB) Abatement (1)	(+)	$638,990				
(PCO) Primarily Charitable Organizations (9)	(+)	$1,487,856				
(CHDO) CHDO Exemption (7)	(+)	$8,815,835				
Total Exemptions	**(=)**	**$930,640,770**			**(-)**	**$930,640,770**
Net Taxable (Before Freeze)					**(=)**	**$27,599,319,458**

****** O65 Freeze Totals**	
Freeze Assessed	$1,827,925,594
Freeze Taxable	$1,362,744,902

Freeze Ceiling (30594)	$6,752,414.43		

****** O65 Transfer Totals**

Transfer Assessed	$0		
Transfer Taxable	$0		
Post-Percent Taxable	$0		
Transfer Adjustment (0)	$0		
Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)		**(=)**	**$26,236,574,556**

***** DP Freeze Totals**

Freeze Assessed	$380,366,578		
Freeze Taxable	$366,542,736		
Freeze Ceiling (6621)	$1,974,194.66		

***** DP Transfer Totals**

Transfer Assessed	$0		
Transfer Taxable	$0		
Post-Percent Taxable	$0		
Transfer Adjustment (0)	$0		
Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)		**(=)**	**$25,870,031,820**

JURISDICTION: 0001 HIDALGO COUNTY

TOTAL PARCELS:	335,384	TAX RATE:00.590000		
MARKET VALUE:	35,741,587,515	STATE HOM:	0	OPT HOM: 0.00000
EXEMPT PARCELS:	7,685	STATE O65:	0	OPT O65: 15,000
EXEMPT VALUE:	3,740,605,929	DISABLED:	0	
AG PROPERTIES:	18,643	AG EXCLUSION:		3,245,223,372
HS CAPPED CNT:	22,933	HS CAPPED AMT:		225,797,986
ABATED PARCELS:	26	ABATED AMOUNT:		638,990
FREEPORT CNT:	131	FREEPORT VALUE:		332,314,447
HB366 CNT:	158	HB366 VALUE:		65,341
POLLUTION CNT:	32	POLLUTION VALUE:		56,412,336
HISTORICAL CNT:	3	HISTORICL VALUE:		87,745
PRIM. CH ORG :	9	PRIMARILY CHRTBLE:		1,487,856
CHDO XMP CNT:	7	CHDO EXEMPTION:		8,815,835
VET FULL XMP CNT:	563	VET FULL EXEMPTION:		44,610,929
GROSS TAXABLE:	28,085,526,749			
STATE HOMESTEAD	115,963	HOMESTEAD AMT:		0
LOCAL HOMESTEAD	115,963	HOMESTEAD AMT:		0
OVER65	31,967	OVER 65 AMT:		0
LOCAL OVER65	31,967	OVER 65 AMT:		464,685,744
SURVIVING SPOUSE:	0	AMOUNT:		0
# OF DISABLED:	6,810	DISABLED AMT:		0
VET @ $5000	620	VETERAN AMT:		3,078,251
VET @ $7500	229	VETERAN AMT:		1,706,890
VET @ $10000	278	VETERAN AMT:		2,730,388
VET @ $12000	1,292	VETERAN AMT:		14,006,018
TOTAL VET	2,419	VETERAN AMT:		21,521,547
TOTAL PART XMP:	486,207,291			
TAXABLE VALUE:	27,599,319,458			
FROZEN ACCTS:	37,472			
LEVY LOSS:	1,684,624.55			
TOTAL LEVY:	161,386,867.48			
LATEAG CNT:	332	LATEAG AMT:		19,515.26
LATE RENDPEN CNT:	7,993	LATE RENDPEN AMT:		215,953.69
FROZEN HOMESITE:	2,226,829,752			
FROZEN TAXABLE:	1,743,714,486			
UNFROZEN LEVY:	10,287,917.71			
FROZEN LEVY:	8,603,293.16			
TIF CAPTURED:	0			
TOTAL NON-EXMT PARCELS:	327,699			

ALL JURISDICTIONS

HIDALGO COUNTY	TAX RATE:	.590000
TOTALS FOR JURISDICTION 0001		
NUMBER OF ACCOUNTS	335,384	
LAND VALUE	13,822,455,732	
IMPROVEMENT VALUE	17,493,838,391	
TOTAL REAL PROPERTY	31,316,294,123	
TOTAL PERSONAL PROPERTY	4,425,293,392	
TOTAL APPRAISED VALUE	35,741,587,515	
LESS AG EXCLUSION	3,245,223,372	18,643
EXEMPTIONS:		
CAP	225,797,986	22,933
HOMESTEAD	0	115,963
OVER 65 AGE	464,685,744	31,967
DRH	0	6,810
DAV	21,521,547	2,419
ABATEMNT	638,990	26
FREEPORT	332,314,447	131
HB 366	65,341	158
POLUTION	56,412,336	32
HISTORIC	87,745	3
VTX	44,610,929	563
PCO	1,487,856	9
CHO	8,815,835	7
TOTAL EXEMPT	3,740,605,929	7,685
TAXABLE VALUE	27,599,319,458	
ACTUAL LEVY	161,386,867.48	
LEVY LOSS DUE TO FROZEN	3,234.69	

HIDALGO COUNTY

GOVERNING BODY SUMMARY #1B

Comparison of This Year's Tax Levy with Last Year's Tax Levy

(Including Frozen Levy)

DESCRIPTION OF TAX RATE	TAX RATE PER $100	Last year's Tax Levy: THIS YEAR'S TAX LEVY**	$145,912,770 TAX LEVY INCREASE***
LAST YEAR'S TAX RATE	0.5900	$157,957,679	$12,044,909
EFFECTIVE TAX RATE	0.5664	$151,949,799	$6,037,029
NOTICE & HEARING LIMIT ****	0.5664	$151,949,799	$6,037,029
ROLLBACK TAX RATE	0.6051	$161,801,704	$15,888,934
PROPOSED TAX RATE	0.5900	$157,957,679	$12,044,909

** This year's tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

*** Tax levy increase is the difference between this year's tax levy and last year's tax levy.

**** The Notice & Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

§ 26.09. Calculation of Tax

(a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.

(b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.

(c) The tax is calculated by:

(1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;

(2) multiplying the net appraised value by the assessment ratio to determine assessed value;

(3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and

(4) multiplying the taxable value by the tax rate.

(d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, he shall use the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. To the amount of back taxes due, he shall add interest calculated at the rate provided by Subsection (c) of Section 33.01 of this code from the date the tax would have become delinquent had the tax been imposed in the proper tax year.

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

Acts 1979, 66th Leg., p. 2281, ch. 841, § 1, eff. Jan. 1, 1982. Amended by Acts 1981, 67th Leg., 1st C.S. p. 166, ch. 13, § 121, eff. Jan. 1, 1982; Acts 1983, 68th Leg., p. 4827, ch. 851, § 19, eff. Aug. 29, 1983.

AI-18141 **20.A.**

Pct.1 Sanitation - Creation of Truck Driver III temporary position

CC REGULAR

Date:	10/27/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Pct. 1 Sanitation Dept.
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Sanitation (1100) - (AI-18188):
1. Approval to create one (1) temporary full-time Truck Driver III position, slot # T027, budgeted hourly rate $10.09 per hour. (Position not to exceed six months and/or 12/31/2009.)
2. Approval to waive new employee enrollment procedures to fill key vacant temporary position, slot no. T027.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

9-1100-432-00-121-001-0-121 Current available funds of $1,704.00, as of 10/21/09.
9-1100-415-00-115-002-0-899 Additional funding in the amount of $2,472.83 pending interdepartmental transfer. (Refer to AI-18188)

Attachments

Link: PAR

Link: Job Description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/23/2009 09:29 AM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 10:42 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/23/2009 11:40 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sylvia Solis Started On: 10/21/2009 02:15 PM

Final Approval Date: 10/23/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Pct. 1 – Sanitation (121-001)

DATE:
October 21, 2009

CURRENT POSITION TITLE:
N/A

CURRENT SLOT. #:
T027

REQUESTED POSITION TITLE:
TRUCK DRIVER 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: $ 0.00 (Current Budgeted Salary) $ 21,000.00 (Proposed Budgeted Salary) $ 21,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Lapsed salaries (obj. code 121) & additional funding from Co. Wide Contingency

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 10.09 X 2080 = $21,000.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

10/27/09	12/31/09	MON – SAT 7:00AM – 4:00PM	40 HRS	6 MONTHS (NOT TO EXCEED 12/31/09)
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE POSITION/ ADJUSTMENT REQUEST IS ESSENTIAL DUE TO THE DEPARTMENT'S WORKLOAD AND SHORTAGE OF MANPOWER. ALSO, TO BETTER SERVE THE PRECINCT AND NOT TO HINDER THE DAILY OPERATION OF THE DEPARTMENT.

NEW POSITION: Brief job description and attach a copy of the new job description.

THE POSTION INVOLVES THE EMPLOYEE TO DRIVE AND INSURE PROPER MAINTENANCE OF LARGE – CLASS TRUCKS AND VARIOUS OTHER EQUIPMENT. THIS IS A RESPONSIBLE POSITION THAT MAY INVOLVE MINIMAL INSTRUCTION AND SUPERVISION. THIS IS A SKILLED LABOR INVOLVED IN THE OPERATION OF LARGE-CLASS TRUCKS WITHIN THE COUNTY.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

CURRENTLY, THE PERMANENT EMPLOYEE IS OUT ILL, THE TEMPORARY EMPLOYEE WILL FILL THE POSITION UNTIL THE PERMANENT EMPLOYEE RETURNS TO WORK.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Sylvia G. Handy	10/22/09	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/22/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/22/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
SANITATION/LANDFILL

Job Title: Truck Driver III (Temporary) FLSA Status: Non-Exempt

Department: 121 Civil Service Status: Non-Exempt

SUMMARY

Drives and insures proper maintenance of large-class trucks and various other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck, roll off container and road patching truck.
- Ability to operate other heavy equipment such as backhoes, front-end loaders, compactors.
- Loads truck; hauls dirt, gravel, caliche, water, garbage or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects including brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED); or
- Ability to read and write English.
- Employee must have at least five (5) years experience as a heavy class truck driver.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class A.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals,

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- **sitting for extended periods of time**
- **operating assigned equipment**

Maintain mental capacity which permits:

- **making sound decisions and using good judgment**
- **demonstrating intellectual capabilities**

Effectively handle work environments and conditions which involve:

- **working closely with others**
- **working in a multi-task environment**

Maintain effective audio-visual discrimination and perception needed for:

- **making observations**
- **reading and writing**
- **operating assigned equipment**
- **communicating with others**

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

AI-18213 **20.B.**

Appointment of Deputy Constable for Pct. 1

CC REGULAR

Date:	10/27/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct No. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

Pct. #1 / Constable Pct. #1:
Appointment of Deputy Constable pursuant to Texas Local Government Code Section 86.011.

BACKGROUND

Deputy Constable: Mario Cavazos, Jr.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required; no fiscal impact at this time.

Attachments

Link: LGC 86.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 04:41 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/23/2009 04:46 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Rosie Cantu — Started On: 10/23/2009 03:59 PM

Final Approval Date: 10/23/2009

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-18224 **20.C.**

enrollment procudures waiver

CC REGULAR

Date:	10/27/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #1

Information

CAPTION

Road & Bridge (1201):
Approval to waive new employee enrollment procedures to fill key vacant position, Maintenance Supervisor slot #005-086

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 10/23/2009 05:08 PM
Final Approval Date: 10/23/2009	

AI-18127 **21.A.**

Pct.2 R&B - Creation of Data Entry Clerk II and deletion of Office Clerk & Coordinator positions

CC REGULAR

Date:	10/27/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Yolanda Cisneros
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

R&B (1202) - (AI-18187):
Approval to delete one (1) vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-113

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

BUDGETARY IMPACT:

Funds available from deleted position.

Attachments

Link: PAR

Link: Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/22/2009 11:12 AM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 11:13 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2009 04:29 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sylvia Solis Started On: 10/21/2009 10:29 AM

Final Approval Date: 10/23/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
HIDALGO COUNTY PRECINCT #2/122

DATE:
10/19/2009

CURRENT POSITION TITLE:
n/a

CURRENT SLOT. #:
0080

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
DATA ENTRY CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 29,233.00 (Proposed Budgeted Salary) $ 29,233.00 (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other lapsed Salaries from Deleted position.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

EMPLOYEE WILL BE CHARGE OF FORMATTING PROGRAMS, TRANSCRIBES SOURCE DOCUMENTS TO MACHINE - ACCEPTABLE FORMATS.

NEW POSITION: Brief job description and attach a copy of the new job description.

PLEASE SEE JOB DESCRIPTON

POSITION RECLASIFICATION: 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. DEPARTMENT HEAD	10/19/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/22/2009 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/22/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Pct. 2 – R&B (122-006)

DATE:
October 21, 2009

CURRENT POSITION TITLE:
OFFICE COORDINATOR

CURRENT SLOT. #:
0015

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: $ 31,770.90 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-$31,770.90) (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 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE DEPARTMENT HAS GREATER NEED FOR A DATA ENTRY CLERK II POSITION TO ASSIST WITH FORMATTING PROGRAMS,

HENCE WE ARE PROPOSING TO DELETE SAID POSITION AND CREATE A DATA ENTRY CLERK II POSITION.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 10/21/2009	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/22/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/22/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Delete

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Office Coordinator FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform oversight of clerical activities and coordinate all office activities.
- Assist office staff with any and all on-going projects.
- Serves and supervised under the direction of the Precinct Commissioner.
- Reviews correspondence and answers written inquires relating to the status of certain aspects of Precinct functions.
- Assist Colonias Projects staff with monitoring and coordination.
- Answers routine telephone inquiries concerning operation of the Precinct.
- Assist Commissioner and Department heads in a variety of administrative-detail matters.
- Assist Commissioner with the flow and status of Precinct Interlocal Agreements.
- Represent Commissioner at meetings or/and other functions.
- Performs other assignments as deemed necessary.
- Ability to work well with others.
- Regular attendance is a must.
- Researches and troubleshoots office related problems-facility maintenance and overall operation of the precinct.
- Ability to understand, follow and give oral and written instructions.

QUALIFICATION REQUIREMENTS

EDUCATION and/or EXPERIENCE

CERTIFICATES, LICENSES, REGISTRATIONS

OTHER SKILLS AND ABILITIES

PHYSICAL DEMANDS

WORK ENVIRONMENT

SAFETY REQUIREMENTS

ACCIDENT PREVENTION PROGRAM

New

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Date Entry Clerk — FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 — CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

This is a position that involves limited independent judgment. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Checks, analyzes, and classifies or alphabetizes materials and office files, conducting limited research when necessary.
- Makes simple postings to various departmental work orders into Excel and other programming applications.
- Prepares reports involving tabulations or posted data and simple arithmetical calculations.
- Indexes records and information.
- May act as receptionist or telephone switchboard operator or as backup for such a position.
- May operate scanning equipment, adding machine, calculator, copier and/or other office machines.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred;
- At least six (6) months experience in clerical work.
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must have liability insurance.

OTHER SKILLS AND ABILITIES

- Working knowledge of business English, spelling and arithmetic; office practices and procedures; departmental rules and regulations.
- Ability to understand and carry out oral and written instructions and to request clarification when needed.
- Ability to maintain established records and files.
- Ability to meet the public well and to deal effectively with their questions or problems, seeking assistance when needed.
- Ability to establish and maintain effective working relationships with co-workers, employees, and officials in other departments.
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least 35wpm and/or operate a calculator by touch.
- 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 stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 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.

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

AI-18216 **21.B.**

Interlocal Agreement with City of Pharr

CC REGULAR

Date:	10/27/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Bert/Comm. Palacios
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Approval of Interlocal Agreement between County of Hidalgo and City of Pharr regarding Sioux Rd.

BACKGROUND

Steve Crain currently reviewing agreement, should be ready by Monday.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

UNKNOWN AT THIS TIME. (MB)

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 04:43 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 04:51 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 10/23/2009 04:29 PM	
Final Approval Date: 10/23/2009				

AI-18219 **22.A.**

Status Report on Indigent/Public Defense

CC REGULAR

Date:	10/27/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status report on year-to-date and projected expenditures for Indigent/Public Defense.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 04:39 PM	APRV
2	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Angela Garcia — Started On: 10/23/2009 04:37 PM

Final Approval Date: 10/23/2009

AI-18203 **22.B.**

Tax Notes, Series 2008 (1401)

CC REGULAR

Date:	10/27/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of early prepayment of the $225,000 Hidalgo County, Texas Tax Notes, Series 2008 and other matters incident thereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1401-471-00-000-000-0-862

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

BUDGETARY IMPACT:

Pending appropriation, see AI-18206

FISCAL YEAR: 2009 **ACCT. #:** 9-1401-472-00-000-000-0-864

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

BUDGETARY IMPACT:

Pending appropriation, see AI-18206

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/23/2009 03:07 PM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 03:26 PM	APRV
3	Perla Lopez	Perla Lopez	10/23/2009 03:44 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sergio Cruz Started On: 10/23/2009 09:58 AM

Final Approval Date: 10/23/2009

AI-18096 **22.C.1.**

2009 Interdpt for Health Benefits (2201)

CC REGULAR

Date:	10/27/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Health Benefits (2201)
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Health Benefits (2201):
Approval of 2009 interdepartmental transfer within the Health Benefits Fund from Drainage District 1 (program 004) to Community Service Agency (program 005) in the amount of $45,000.00 to properly fund 2009 expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-2201-415-00-115-00X-0-820

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

BUDGETARY IMPACT:

From program 004 to 005 in the amount of $45,000.00. Funding available for transfer as of 10/20/09.

Attachments

Link: 2009 Interdpt for Health Benefits (2201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/20/2009 09:48 AM	APRV
2	Olga Garza	Olga Garza	10/21/2009 08:43 AM	APRV
3	Auditor's Office	Linda Fong	10/23/2009 03:47 PM	APRV
4	Purchasing Department	Marty Salazar	10/23/2009 04:23 PM	APRV

Form Started By: Dale Kennan Started On: 10/20/2009 09:21 AM

Final Approval Date: 10/23/2009

DATE: October 20, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Health Benefits Fund (2201)

ACCOUNT NUMBER: 9-2201-415-00-115-00X-0-820

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-2201-415-00-115-004-0-820	HEALTH BENEFITS-DD1-CLAIMS NOT COVERED	(45,000.00)
9-2201-415-00-115-005-0-820	HEALTH BENEFITS-CSA-CLAIMS NOT COVERED	$45,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from HEALTH BENEFITS-DD1-CLAIMS NOT COVERED to HEALTH BENEFITS-CSA-CLAIMS NOT COVERED to fund negative balance and through the end of 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18172 **22.C.2.**

Interdepartmental transfer from Co. Wide. Adm. to District Clerk

CC REGULAR

Date:	10/27/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
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 Adm. to District Clerk in the amount of $19,692.56.

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:

Funds available as of 10/22/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 10:26 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/22/2009 01:24 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Erika Zamora Started On: 10/22/2009 10:11 AM

Final Approval Date: 10/23/2009

DATE: October 22, 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: 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	(19,692.56)
TO			
9-1100-412-00-090-001-0- 743	DIST CLERK-	OFFICE FURN & EQUIPMENT	10,086.24
9-1100-412-00-090-001-0- 661	DIST CLERK-	MINOR OFFICE FURN & EQUIP	1,512.04
9-1100-412-00-090-001-0- 601	DIST CLERK-	OFFICE & COMPUTER SUPPLIES	1,031.72
9-1100-412-00-090-001-0- 665	DIST CLERK-	MINOR COMPUTER EQUIPMENT	1,979.50
9-1100-412-00-090-001-0- 745	DIST CLERK-	COMPUTER EQUIPMENT	2,460.82
9-1100-412-00-090-001-0- 442	DIST CLERK-	EQUIP & VEHICLE RENTALS	2,622.24
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund office furniture, computer equipment, and office equipment for the Mediplex pertaining to the District Clerk.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-18199 **22.C.3.**

Pct. No. 2 INTER-(1202) LIT El Charro No. 2 (Change Order No. 2)
CC REGULAR

Date:	10/27/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** Prct. 2

Information

CAPTION

Pct. #2 BCAP (1202):
Approval of 2009 interdepartmental transfer for the Pct No.2 P/U RD-Roads and Pct No.2 P/U RD-Subdivision Streets, program no (006), respectively, to El Charro #2 program (240) in the total amount of $19,435.41 to fund completion of project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

available balances as of 10/23/09.

obj.731-$42,085.63
obj.734-$18,632.45

Ref: AI-18281 CC 10/27/09

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 10:39 AM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 01:29 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Marcie Jackson Started On: 10/23/2009 09:16 AM

Final Approval Date: 10/23/2009

DATE: October 23, 2009

2009
Transfer

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Precinct No. 2
Precinct 2 (1202)

AI-1819 Revised 10/27/09

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX

Contact: Yolanda Cisneros/Marcie Jackson Ph# 787-1891 Ext. 2002/2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1202-431-00-122-006-0-733	PCT2 P/U RD-DRAINAGE DITCHES	$ (802.96)
9-1202-431-00-122-006-0-734	PCT2 P/U RD-SUBDIVISION STREETS	$ (18,632.45)
9-1202-431-00-122-240-0-733	PCT.2-EL CHARRO #2-DRAINAGE DITCHES	$ 19,435.41
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to Fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18186 **22.C.4.**

BCAP INTER-LIT INDIRECT COST El Charro #2 Subdivision Pct. No. 2
CC REGULAR

Date:	10/27/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

Pct. #2 BCAP (1311):
Approval of 2009 interdepartmental transfer for the Pct. 2 BCAP, from Roadrunner program no. (620) to El Charro#2 program no. (240) in the total amount of $115.43 to fund indirect costs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-734

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

BUDGETARY IMPACT:

available balance of $48,780.16 as of 10/23/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 04:54 PM	APRV
2	Roland Garcia	Rolando Garcia	10/23/2009 09:07 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Marcie Jackson			Started On: 10/22/2009 03:36 PM	
Final Approval Date: 10/23/2009				

DATE: October 22, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

AI-18186 10/27/09

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

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	$ (115.43)
9-1311-431-00-122-240-1-312	EL CHARRO #2-ROADS	$ 115.43
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund indirect costs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18131 **22.C.5.**

Inter-Departmental Transfer for Drainage Improvement Project for Cesar Chavez

CC REGULAR

Date:	10/27/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct No.2 Drainage Improvement Project (program 034) into Cesar Chavez Drainage, (program 039) in the amount of $200,000.00 to fund ROW expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $667,363.10 as of 10/21/2009
9-1339-431-00-122-034-0-890----->9-1339-431-00-122-039-0-711 in the amount of $200,000.00

Attachments

Link: Inter-Dept Transfer for Cesar Chavez Drainage Project

Link: Parcel #4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 01:27 PM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2009 02:22 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 10/21/2009 11:02 AM

Final Approval Date: 10/23/2009

DATE: October 21, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(200,000.00)
9-1339-431-00-122-039-0-711	CO2009 Pct2 Drain Improv. Cesar Chavez Drainage - ROW	$200,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Cesar Chavez Drainage Project to cover appraisal report (Parcel #4) for the drainage project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

To: **Hon. Hector "Tito" Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Yoli Cisneros, A/P Clerk

From: **Danny Guzman, ROW Agent** D.S.
Hidalgo County Right of Way Department

Date: **October 14, 2009**

Re: **Cesar Chavez Drainage Project**
Parcel #4 – John Craig Kautsch

==========

Commissioner Palacios,

Attached, please find a copy of the unrecorded deed, a copy of appraisal report, and a signed copy of 1099-S form by landowner on the above mentioned project. A check in the amount of $221,130.00 should be made payable to John Craig Kautsch. The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed.
Please hold check for agent to pick up.

Commissioners Court approved this project for acquisition on September 09, 2008.

Should you have any questions or comments, please feel free to contact me at (956) 283-8134 or on my cell (956) 720-3115.

Thank you for your prompt attention and cooperation to this matter.

Approved_____ **Approved**_____
Hector "Tito" Palacios, Commissioner **Jose N. Peña, ROW Director**

INVOICE RECEIVED BY:
Esmeralda Molina ON 10-14-09

GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 10-14-09

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

AI-18121 **22.C.6.**

Inter-Dept. Transfer for Drainage Improvement Project for LJ Drainage & SouthFork Drainage Projects

CC REGULAR

Date:	10/27/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
a. Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct No.2 Drainage Improvement Project (program 034) into LJ Drainage Project (program 038) in the amount of $150,000.00.

b. Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct No.2 Drainage Improvement Project (program 034) into SouthFork Drainage Project (program 040) in the amount of $300,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $667,363.10 as of 10/21/2009
9-1339-431-00-122-034-0-890----->9-1339-431-00-122-038-0-733 for $150,000.00
9-1339-431-00-122-034-0-890----->9-1339-431-00-122-040-0-711 for $300,000.00

Attachments

Link: Inter-Dept Transfer for LJ Drainage

Link: Inter-Dept Transfer for SouthFork Drainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 10:09 AM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2009 11:23 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 10/21/2009 08:38 AM

Final Approval Date: 10/23/2009

DATE: October 20, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(150,000.00)
9-1339-431-00-122-038-0-733	CO2009 Pct2 Drain Improv. L J Drainage - Drainage Ditches	$150,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to L J Drainage Project for closing of parcel (ECEA, Inc.).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: October 20, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(300,000.00)
9-1339-431-00-122-040-0-711	CO2009 Pct2 Drain Improv. SouthFork Drainage Project	$300,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to SouthFork Drainage Project for payment of appraised value of parcels.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18136 **22.C.7.**

Precinct #3 - Interdepartmental Transfer

CC REGULAR

Date:	10/27/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #3 C.O. 2009 (1339):
Approval of 2009 interdepartmental transfer from C.O. 2009-Pct 3 Drainage Improvement to C.O. 2009-Pct 3 Stewart Road Outfall in the amount of $350,000.00 to fund the Stewart Road Outfall Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Available funds as of 10/21/09 is $1,488,510.13.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 01:29 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2009 02:05 PM	APRV
3	Budget & Management	Erika Zamora	10/21/2009 02:06 PM	APRV
4	Erika Zamora	Erika Zamora	10/23/2009 09:18 AM	APRV
5	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Perla Lopez Started On: 10/21/2009 11:39 AM

Final Approval Date: 10/23/2009

INTER-DEPARTMENTAL TRANSFER

DATE: October 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precint #3 C.O. 2009

ACCOUNT NUMBER: 9-1339-431-00-123-XXX-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1339-431-00-123-049-0-890	C.O. 2009-Pct 3 Drain Imprv - Other	(350,000.00)
TO:		
9-1339-431-00-123-078-0-733	C.O. 2009-Pct 3 Stewart Road Outfall - Drainage Ditches	350,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund the Stewart Road Outfall Drainage Improvement Project.

Department Head Signature — Date

Approved Commissioners' Court — Attest County Clerk

AI-18110 **22.C.8.**

Interdepartmental Transfer-Pct# 4 Drainage Improvement Project (1339)
CC REGULAR

Date: 10/27/2009
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 program (065) Diana Estate - Curry Drain in the amount of $60,000.00 for construction materials.

BACKGROUND

To cover estimated construction costs for Pct #4-Diana Estate-Curry Drain-Drainage.

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:

Funding available as of 10-22-09.
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-065-0-733 $60,000.00

Attachments

Link: Diana Estate Tnsfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/21/2009 02:45 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/22/2009 02:03 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: TONI MATA — Started On: 10/20/2009 03:23 PM

Final Approval Date: 10/23/2009

DATE: October 21, 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:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(60,000.00)**
To:		
9-1339-431-00-124-065-0-733	**CO2009 Pct4 Diana Estates-Curry Drain-Drainage**	**$60,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**60,000.00**

REASON:
Transfer to cover construction cost (materials) for Pct 4- Diana Estates-Curry Drain-Drainage

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18179 **22.C.9.**

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339) Jan - Aug 2009 Payroll Reimbursements

CC REGULAR

Date: 10/27/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009 - Precinct #4 Drainage Improvement Project from (program 036) to Aguilar Pond (program 038 - $167,137.99), to Alamo Acres (program 040 - $10,016.70), to Kaylen Heights (program 043 - $106,534.57), to North Branch Drain (program 049 - $113,806.04), to Alamo Brisas Prj. (program 054 - $973.60), to Hoehn Sub. Prj. (program 056 - $973.60), to Tex-Mex Rd & 107 Prj. (program 057 - $973.60) and to Trenton Drain (program 072 - $4,140.92) in the total amount of $404,557.02 to fund January thru August of 2009 Drainage Labor Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 10-22-09
From Account# 9-1339-431-00-124-036-0-890 to 9-1339-431-00-124-0XX-0-733

To Program	
038	$167,137.99
040	$ 10,016.70
043	$106,534.57
049	$113,806.04
054	973.60
056	973.60
057	973.60
072	4,140.92
Total	$404,557.02

Attachments

Link: interdepartmental transfer - 1339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 02:02 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/23/2009 10:14 AM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Manuel Chapa Started On: 10/22/2009 01:25 PM

DATE: October 22, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1339)

AI# 18179

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(404,557.02)
9-1339-431-00-124-038-0-733	CO2009 Pct4 Aguilar Pond - Drainage Ditches	167,137.99
9-1339-431-00-124-040-0-733	CO2009 Pct4 Alamo Acres - Drainage Ditches	10,016.70
9-1339-431-00-124-043-0-733	CO2009 Pct4 Kaylen Heights - Drainage Ditches	106,534.57
9-1339-431-00-124-049-0-733	CO2009 Pct4 North Branch Drain - Drainage Ditches	113,806.04
9-1339-431-00-124-054-0-733	CO2009 Pct4 Alamo Brisas Prj. - Drainage Ditches	973.60
9-1339-431-00-124-056-0-733	CO2009 Pct4 Hoehn Sub.Prj. - Drainage Ditches	973.60
9-1339-431-00-124-057-0-733	CO2009 Pct4 Tex-Mex Rd & 107 Proj. - Drainage Ditches	973.60
9-1339-431-00-124-072-0-733	CO2009 Pct4 Trenton Drain - Drainage Ditches	4,140.92
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to various programs to fund January thru August (PP 1 - PP 17) Payroll Reimbursements.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18097 **22.C.10.**

BCAP Inter-LIT (1311) El Charro No. 2 Subdivision Pct. No. 2
CC REGULAR

Date:	10/27/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

BCAP (1311):
Approval of 2009 interdepartmental transfer from BCAP Roadrunner No. 2 Subdivision program(620) to BCAP El Charro No. 2 program(240) in the amount of $3,615.30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-734

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

BUDGETARY IMPACT:

9-1311-431-00-122-620-0-734-->9-1311-431-00-122-240-1-731; $3,615.30

Available balance as of 10/21/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/20/2009 09:49 AM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2009 01:47 PM	APRV
3	Auditor's Office	Linda Fong	10/23/2009 03:49 PM	APRV
4	Purchasing Department	Marty Salazar	10/23/2009 04:23 PM	APRV

Form Started By: Marcie Jackson Started On: 10/20/2009 09:32 AM

Final Approval Date: 10/23/2009

DATE: October 19, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

AI-18097 10/27/09

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

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	$ (3,615.30)
9-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	$ 3,615.30
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer needed to fund anticipated expenditures to complete project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18197 **22.C.11.**

Public Defender - Interdepartmental transfer

CC REGULAR

Date:	10/27/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Public Defender (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Public Defender in the amount of $20,769.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-X0-XX5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/23/09.

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/23/2009 09:04 AM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 10:41 AM	APRV
3	Erika Zamora	Erika Zamora	10/23/2009 02:48 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sylvia Solis — Started On: 10/22/2009 05:01 PM

Final Approval Date: 10/23/2009

DATE: October 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 9-1100-41X-X0-XX5-00X-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	(20,769.00)
TO				
9-1100-412-30-085-003-0	115	PUBLIC DEFENDER	LONGEVITY	93.00
9-1100-412-30-085-003-0	212	PUBLIC DEFENDER	LIFE INSURANCE	54.00
9-1100-412-30-085-003-0	220	PUBLIC DEFENDER	FICA	9,120.00
9-1100-412-30-085-003-0	230	PUBLIC DEFENDER	RETIREMENT	10,904.00
9-1100-412-30-085-003-0	250	PUBLIC DEFENDER	UNEMPLOYMENT	598.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund year end fringe benefit expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-18173 **22.C.12.**

DBM Visiting Judges - Interdept transfer to fund salaries and related fringe benefits

CC REGULAR

Date:	10/27/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

DBM - Visiting Judges (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Visiting Judges in the amount of $70,000.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 10/22/09.

Attachments

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 11:14 AM	APRV
2	Erika Zamora	Erika Zamora	10/23/2009 03:19 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sylvia Solis — Started On: 10/22/2009 10:28 AM

Final Approval Date: 10/23/2009

DATE: October 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Visiting Judges

ACCOUNT NUMBER: 9-1100-41X-00-115-0XX-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	(70,000.00)
TO			
9-1100-412-00-115-014-0- 121	VISITING JUDGES	TEMP F/T EMPLOYEES	65,025.55
9-1100-412-00-115-014-0- 220	VISITING JUDGES	FICA	4,974.45
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer to fund anticipated salary and fringe benefit expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-18105 **22.D.1.**

Interfund Transfer from Parks Co. Wide (1210) to Parks Pct. 4 (1214)-Salaries & Fringes

CC REGULAR

Date:	10/27/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #4 Parks (1214):
Approval of 2009 interfund transfer from Parks Co. Wide (1210) to Pct. 4 Parks (1214) in the amount of $83,147.00.

BACKGROUND

To cover negatives in salary and fringe benefits and future projected deficits for year end.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-121X-452-00-12X-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1210-452-00-120-002-0-XXX --> 9-1214-452-00-124-009-0-XXX $83,147.00 to fund salaries & related fringe benefit expenditures.

Funds available as of 10-20-09.

Attachments

Link: Pct. 4 Parks interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/20/2009 01:01 PM	APRV
2	Budget & Management	Erika Zamora	10/20/2009 04:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2009 11:40 AM	APRV
4	Auditor's Office	Angela Garcia	10/22/2009 02:11 PM	APRV
5	Budget & Management	Erika Zamora	10/23/2009 08:54 AM	APRV
6	Purchasing Department	Marty Salazar	10/23/2009 10:33 AM	APRV

Form Started By: Ivan Cantu Started On: 10/20/2009 11:46 AM

Final Approval Date: 10/23/2009

DATE: October 20, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 4 Parks

2009
Interfund Transfer

ACCOUNT NUMBER: **9-121X-452-00-12X-0XX-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1210-452-00-120-002-0- 522	Parks Co. Wide-Vehicle & Liability Insurance	(6,000.00)
9-1210-452-00-120-002-0- 524	Parks Co. Wide-General Insurance	(8,000.00)
9-1210-452-00-120-002-0- 899	Parks Co. Wide-Contingency	(69,147.00)
9-1210-491-01-000-214-0- 891	**Transfers Out-Parks Pct. 4**	**83,147.00**
TO		
9-1214-391-01-000-210-0- 000	**Transfer In- Parks Co. Wide**	**83,147.00**
9-1214-452-00-124-009-0- 113	Pct. 4 Parks-Reg. F/T Employees	61,295.29
9-1214-452-00-124-009-0- 115	Pct. 4 Parks-Longevity Pay	157.50
9-1214-452-00-124-009-0- 211	Pct. 4 Parks-Health Insurance	10,965.07
9-1214-452-00-124-009-0- 212	Pct. 4 Parks-Life Insurance	117.56
9-1214-452-00-124-009-0- 220	Pct. 4 Parks-FICA	4,622.62
9-1214-452-00-124-009-0- 230	Pct. 4 Parks-Retirement	5,538.47
9-1214-452-00-124-009-0- 250	Pct. 4 Parks-Unemployment Comp.	450.49
	TOTAL BUDGET INCREASE (DECREASE)	**83,147.00**

REASON: Interfund transfer from Parks Co. Wide to Parks Pct. 4 to fund salaries and fringes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-18206 **22.E.1.**

Appropriation Tax Notes, Series 2008

CC REGULAR

Date:	10/27/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Notes Payable (1401):
Approval of 2009 appropriation of funds into Notes Payable in the amount of $230,631.16 to fund the payment of USDA 2008 Tax Notes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1401-47X-00-000-000-0-86X

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

BUDGETARY IMPACT:

Funding available for appropriation as of 10/23/09. Appropriation from 1401 fund balance.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/23/2009 01:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/23/2009 02:42 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Perla Lopez Started On: 10/23/2009 12:00 PM

Final Approval Date: 10/23/2009

DATE: October 27, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
Notes Payable (1401)

AI - 18206

ACCOUNT NUMBER: 9-1401-47X-00-000-000-0-86X

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
9-1401-471-00-000-000-0-862	Notes Payable - Other Debt Principal	$ 225,000.00
9-1401-472-00-000-000-0-864	Notes Payable - Other Debt Interest	$ 5,631.16
	TOTAL BUDGET INCREASE (DECREASE)	**$ 230,631.16**

REASON:
Appropriation of funds for payment of USDA 2008 Tax Notes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18153 **22.E.2.**

STOP Truancy Grant - Deobligation of Funds
CC REGULAR

Date:	10/27/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Budget Officer
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Stop Truancy (1285):
Approval to de-obligate cash match funds from the Stop Truancy grant for FY 2009 (fund 1285, program 005) and appropriate into Countywide Administration - Contingency (fund 1100) in the amount of $6,730.65.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Deobligation of funds in the amount of $6,730.65 from fund 1285 Stop Truancy Grant and appropriation into Co. Wide Adm.-Contingency fund (1100).

Attachments

Link: Interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/21/2009 05:07 PM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 08:07 AM	APRV
3	Erika Zamora	Erika Zamora	10/23/2009 01:13 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Damaris San Miguel Started On: 10/21/2009 04:07 PM

Final Approval Date: 10/23/2009

HIDALGO COUNTY

Department Of Budget & Management

INTER-FUND TRANSFER FORM

DATE: Tuesday, October 27, 2009 **AI #** 18153

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept of Budget & Mgmt for - Stop Truancy Grant

ACCOUNT NUMBER: 9-1100-1285-421-00-293-005-9-xxx

CONTACT PERSON: Dina Treviño, Manager Budget Section **PHONE:** (956) 292-7025 Ext. 5410

PREPARED BY: Damaris SanMiguel

SUBJECT: Inter-fund Transfer/s

Honorable Commissioners Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

Account Number		Account Name		Increase/(Decrease) Amount
9-1100-415-00-115-002-0	899	CO WIDE ADM -	CONTINGENCY	6,730.65
9-1100-491-01-000-285-9	891	TRANSFERS OUT-DESIG PURP LVL 5		(6,730.65)
9-1285-391-01-000-100-9	000	TRANSFER IN - GENERAL FUND		(6,730.65)
9-1285-421-00-293-005-9	113	STOP TRUANCY -	FULL TIME EMPLOYEES	(4,619.07)
9-1285-421-00-293-005-9	115	STOP TRUANCY -	LONGEVITY PAY	(39.00)
9-1285-421-00-293-005-9	117	STOP TRUANCY -	SUPPLEMENTAL PAY	(35.54)
9-1285-421-00-293-005-9	119	STOP TRUANCY -	CLOTHING ALLOWANCE	(53.91)
9-1285-421-00-293-005-9	211	STOP TRUANCY -	HEALTH INSURANCE	(193.20)
9-1285-421-00-293-005-9	212	STOP TRUANCY -	LIFE INSURANCE	(3.74)
9-1285-421-00-293-005-9	220	STOP TRUANCY -	FICA	(561.69)
9-1285-421-00-293-005-9	230	STOP TRUANCY -	RETIREMENT	(71.61)
9-1285-421-00-293-005-9	250	STOP TRUANCY -	UNEMPLOYMENT COMP	(280.70)
9-1285-421-00-293-005-9	260	STOP TRUANCY -	WORKERS COMP	(872.19)
		TOTAL BUDGET INCREASE (DECREASE) FUND 1100		$ 6,730.65

REASON:

To de-obligate unused local cash match funds from STOP TRUANCY GRANT Fund 1285 for FY 2009 in the amount of $6,730.65 and appropriate into COUNTYWIDE ADM Account

AUTHORIZED SIGNATURE/DBM **DATE**

AI-18200 **22.E.3.**

Certificates of Obligation Series 2009 B & C

CC REGULAR

Date:	10/27/2009
Submitted By:	Dina Trevino, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Certificates of Obligation, 2009 Series B & C:
Approval of estimated revenues and appropriation of funds for Certificates of Obligation, Series 2009 B&C in the amount of $12,394,534.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1341-XXX-000-000-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $12,394,534.40. Funding available for appropriation as of 10/23/09. Appropriation from fund 1341.

Attachments

Link: APPROPRIATION

Link: BACK UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Erika Zamora	10/23/2009 10:38 AM	APRV
2	Erika Zamora	Erika Zamora	10/23/2009 05:02 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Dina Trevino Started On: 10/23/2009 09:18 AM

Final Approval Date: 10/23/2009

DATE: October 23, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 9-1341-XXX-XX-XXX-XXX-X-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1341-393-10-000-000-0-000	CERT OF OBLIG,2009B&C-BOND PROCEEDS	12,225,000.00
9-1341-393-60-000-000-0-000	CERT OF OBLIG,2009B&C-BOND PREMIUM	169,534.40
9-1341-476-00-000-000-0-866	CO2009B&C-ISSUANCE COSTS	280,292.39
TOTAL BUDGET INCREASE REQUEST		$ 12,674,826.79

REASON: TO RECORD ESTIMATED REVENUE FOR CERTIFICATES OF OBLIGATION, SERIES 2009B&C PROCEEDS AND RECORD AN APPROPRIATION FOR THE ISSUANCE COSTS

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

10/23/09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

Journal Entry

JE-_____

PREPARED BY: Nancy Betancourt DATE: 10/21/09

APPROVED BY: BL DATE: 10/22/09

Account Name	Account Number	Debit	Credit
1 AMT TO BE PROV-BONDS PAYABLE	9-9000-182-01-000-400-0-000	12,225,000.00	
1 BONDS PAYABLE-CERT OF OBLIG,2009B+C	9-9000-231-10-000-~~439~~ 441-0-000		12,225,000.00
2 CERT OF OBLIG,2009 B&C-CASH	9-1341-101-00-000-000-0-000	12,114,242.01	
2 CERT OF OBLIG,2009 ISSUANCE COST	9-1341-476-00-000-000-0-~~339~~ 866	167,213.00	
2 CERT OF OBLIG,2009 ISSUANCE UNDERWRITER DISCOUNT	9-1341-476-00-000-000-0-~~339~~ 866	94,680.20	
2 CERT OF OBLIG,2009 ISSUANCE INSURANCE PREMIUM	9-1341-476-00-000-000-0-~~339~~ 866	~~18,399.19~~ ok.	
2 CERT OF OBLIG,2009-BOND PROCEEDS	9-1341-393-10-000-000-0-000		12,225,000.00
2 CERT OF OBLIG,2009-BOND PREMIUM	9-1341-393-60-000-000-0-000		169,534.40
TOTALS:		$ 24,619,534.40	$ 24,619,534.40

COMMENTS:

1 TO RECORD CERTIFICATE OF OBLIGATION SERIES 2009B+C

2 TO RECORD RECEIPT BOND PROCEEDS AND ISSURANCE COSTS FOR CERTIFICATE OF OBLIGATION SERIES 2009.

1 REC CERT OF OBLIGATION SERICES 2009

2 REC 2009 BOND PROCEEDS & ISSUANCE COSTS

ESTRADA • HINOJOSA

INVESTMENT BANKERS

October 16, 2009

To: All parties on attached distribution list

From: Wally Sevier, Estrada Hinojosa & Company, Inc.

CLOSING MEMORANDUM

HIDALGO COUNTY, TEXAS

$4,030,000
CERTIFICATES OF OBLIGATION, SERIES 2009B

$8,195,000
CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2009C
(BUILD AMERICA BONDS – DIRECT PAYMENT)

Date of Closing:	Wednesday, October 21, 2009
Time of Closing:	10:00 A.M. (CDT)
Location of Closing:	Mr. Jesus Ramirez Ramirez & Guerrero, LLP 600 E. Nolana Loop, Suite 200 McAllen, TX 78504 (956) 664-0007 (956) 664-1770 Fax jramirez@rg-legal.com

A. **RECEIPTS**

1. **Bond Proceeds**

Southwest Securities (the "Purchaser"), on behalf of itself and Stephens Inc., will pay Hidalgo County, Texas (the "Issuer") for its Certificates of Obligation, Series 2009B (the "2009B Certificates") and its Certificates of Obligation, Taxable Series 2009C (Build America Bonds – Direct Payment) (the "2009C Certificates") (collectively, the "Obligations") the amount of $12,299,854.20, computed as follows:

	2009B Certificates	2009C Certificates	Total
Principal Amount of the Obligations	$ 4,030,000.00	$ 8,195,000.00	$ 12,225,000.00
Plus: Net Premium	169,534.40	-	169,534.40
Less: Underwriters' Discount	(22,404.66)	(72,275.54)	(94,680.20)
Total Paid by the Purchaser	$ 4,177,129.74	$ 8,122,724.46	$ 12,299,854.20

The amount of $12,299,854.20, paid by the Purchaser will be wire-transferred in same day Federal Funds by 9:00 A.M. (CDT) to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

2. The Issuer will wire-transfer $59,595.01 to the Paying Agent to be applied toward the payment of the bond insurance premium associated with the 2009C Certificates as follows:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

Summary of receipts:

Paid by the Purchaser	$ 12,299,854.20
Paid by the Issuer	59,595.01
Total Receipts	**$ 12,359,449.21**

B. **DISBURSEMENTS**

The proceeds available, as described above, will be treated as follows:

1. **Insurance Premium**

The Paying Agent will wire-transfer $77,994.20 to the following to pay the Insurance Premium for the Obligations:

Bank:	JP Morgan Chase New York
ABA number:	021-000-021
Account name:	Assured Guaranty Corp. - Premium
Account number:	323-355919
Reference:	Hidalgo County, Texas - Certificates of Obligation, Series 2009B and Series 2009C (Build America Bonds - Direct Payment)
Insurance Policy #:	D-2009-1382
Attn:	Erika A. Paredes-Rebouças (212) 893-2706

2. The Paying Agent will wire-transfer $12,114,242.01 to the Issuer's Construction Fund as follows:

Bank:	First National Bank
ABA #:	114921415
Account #;	14009498
Account Name:	County of Hidalgo Capital Projects Fund
Attn:	Roxanna De Leon

	2009B Certificates	2009C Certificates	Total
Construction Fund	$ 4,082,642.01	$ 8,031,600.00	$ 12,114,242.01

3. The Paying Agent will wire transfer $166,213.00 to pay certain cost of issuance expenses related to the sale of the Obligations to the following:

ABA#:	113-010-547
Bank Name:	Compass Bank
	Preston Road, Dallas, Texas
Account #:	2513706696
REF:	Estrada Hinojosa & Company, Inc.

Estrada Hinojosa is requested and instructed to provide an accounting for all expenses associated with cost of issuance to the Issuer.

	2009B Certificates	2009C Certificates	Total
Cost of Issuance	$ 76,088.54	$ 91,124.46	$ 167,213.00
Less: Paying Agent Fees	(500.00)	(500.00)	(1,000.00)
Total	$ 75,588.54	$ 90,624.46	$ 166,213.00

4. The Paying Agent will retain $1,000.00 for paying agent fees.

	2009B Certificates	2009C Certificates	Total
Paying Agent Fees	$ 500.00	$ 500.00	$ 1,000.00

The following is a summary of the disbursements:

Disbursements:

Insurance Premium	$77,994.20
Deposit to Construction Fund	12,114,242.01
Cost of Issuance (including Paying Agent Fees)	167,213.00
Total	$12,359,449.21

If there are any questions regarding the above information, please call (214) 658-1670.

FINAL
10/16/2009, 4:45 PM

GFX Message Print - Message Inquiry Display Dialog Box

User: VCHAPA Bank: First National Bank Date: 10/21/09 14:30:30

Message Status: PNRM
Seq Num: 20092940035400 Related Seq Num:
Pay Method: FED Input Message ID: FTR811
Date Recvd: 10/21/2009 11:56:44 Value Date: 10/21/2009

Sender: 021000018, Receiver: 114921415
Amount: $12,114,242.01
Debit info --
Sndr: 021000018
Name: THE BANK OF NEW YORK MELLON
Addr1:
Addr2:
Addr3:
Addr4:

Credit info --
Account: 14009498 Inst: 01 Br: 01 Type: D8
Name: COUNTY OF HIDALGO
Addr1: ATTN ROXANNA DE LEON
Addr2: FNB CASH MANAGEMENT PUBLIC FUNDS
Addr3:
Addr4:

Advice: Dept: DEPT1 Trancode:
Category: Linesheet: Create Template:

Message Text:

XFT811
Msg Disp {1100}02P N
Acc Time {1110}10211456FT01
OMAD {1120}20091021K4B74W1C00009610211456FT01
Msg Type {1510}1000
IMAD {1520}20091021B1Q8154C004634
Amount {2000}001211424201
Sender DI {3100}021000018BK OF NYC*
Sndr Ref {3320}DSP0910210091200*
Rcvr DI {3400}114921415FIRST EDINBURG*
Bus Func {3600}CTR
BNF {4200}D14009498*
COUNTY OF HIDALGO CAPITAL PROJECTS*
RFB {4320}114921415*
ORG {5000} *
428493*
IAS BOND PROCEEDS; COST OF ISSUANCE*
OGB {5100} *
BANK OF NEW YORK MELLON*
GLOBAL CORPORATE TRUST*
MICHELLE BALDWIN*
214-468-6254*
INS {5200}D0000469324*
DSE MANUAL WIRES*
THE BANK OF NY CORP TRUST CONTROL*
111 SANDERS CREEK PKWY*
EAST SYRACUSE, NY 13057-1382*
OBI {6000}ATTN: ROXANNA DE LEON*
$4,082,642.01 2009 B CERTIFICA*
TES $8,031,600.00 2009 C CERT*

The amount of $12,299,854.20, paid by the Purchaser will be wire-transferred in same day Federal Funds by 9:00 A.M. (CDT) to the following for disbursements as described herein:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

2. The Issuer will wire-transfer $59,595.01 to the Paying Agent to be applied toward the payment of the bond insurance premium associated with the 2009C Certificates as follows:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA #:	021 000 018
Acct Name:	Dallas Issuer Administrative Services
Account:	GLA211-065
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

Summary of receipts:

Paid by the Purchaser	$ 12,299,854.20
Paid by the Issuer	59,595.01
Total Receipts	**$ 12,359,449.21**

B. **DISBURSEMENTS**

The proceeds available, as described above, will be treated as follows:

1. **Insurance Premium**

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ABA number:	021-000-021
Account name:	Assured Guaranty Corp. - Premium
Account number:	323-355919
Reference:	Hidalgo County, Texas - Certificates of Obligation, Series 2009B and Series 2009C (Build America Bonds - Direct Payment)
Insurance Policy #:	D-2009-1382
Attn:	Erika A. Paredes-Rebouças (212) 893-2706

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ABA #:	114921415
Account #;	14009498
Account Name:	County of Hidalgo Capital Projects Fund
Attn:	Roxanna De Leon

	2009B Certificates	2009C Certificates	Total
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Less: Paying Agent Fees	(500.00)	(500.00)	(1,000.00)
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The following is a summary of the disbursements:

Disbursements:

Insurance Premium	$77,994.20
Deposit to Construction Fund	12,114,242.01
Cost of Issuance (including Paying Agent Fees)	167,213.00
Total	$12,359,449.21

If there are any questions regarding the above information, please call (214) 658-1670.

Journal Entry

JE-_____

PREPARED BY: Nancy Betancourt DATE: 10/21/09

APPROVED BY: BL DATE: 10/22/09

Account Name	Account Number	Debit	Credit
1 TRANSFERS OUT-CERT OF OBLIG-2009B&C	9-1100-491-01-000-341-0-891	59,595.01	
1 DUE FROM/TO CERT OF OBLIG,2009B&C	9-1100-130-01-000-341-0-000		59,595.01
1 DUE FROM/TO GENERAL FUND	9-1341-130-01-000-100-0-000	59,595.01	
1 TRANSFERS IN-GENERAL FUND	9-1341-391-01-000-100-0-000		59,595.01
2 CO2009 B&C-ISSUANCE COST *INSURANCE PREMIUM*	9-1341-476-00-000-000-0-866	59,595.01	
2 CERT OF OBLIG,2009B&C-CASH	9-1341-101-00-000-000-0-000		59,595.01
TOTALS:		$ 178,785.03	$ 178,785.03

COMMENTS:

1 REC W/T FROM G/F TO FD1341 TO COVER THE PAYMENT OF INSURANCE PREMIUMS FOR CERTIFICATE OF OBLIGATION 2009 B&C.

2 REC W/T FOR PAYMENT OF BOND INSURANCE PREMIUM FOR CERTIFICATE OF OBLIGATION 2009 B&C.

GFX Message Print - Message Inquiry Display Dialog Box

User: VCHAPA Bank: First National Bank Date: 10/21/09 14:42:02

Message Status: PNRM
Seq Num: 20092940027200 Related Seq Num: 20092940028300
Pay Method: FED Output Message ID: FTI0811
Date Recvd: 10/21/2009 10:38:57 Value Date: 10/21/2009

Sender: 114921415, Receiver: 021000018
Amount: $59,595.01
Debit info --
Account: 14009498 Inst: 01 Br: 01 Type: D8
Name: COUNTY OF HIDALGO
Addr1: ATTN ROXANNA DE LEON
Addr2: FNB CASH MANAGEMENT PUBLIC FUNDS
Addr3:
Addr4:

Credit info --
Rcvr: 021000018
Name: THE BANK OF NEW YORK MELLON
Addr1:
Addr2:
Addr3:
Addr4:

Advice: Dept: BR-98 Trancode: DOMESTIC
Category: Linesheet: Create Template:

Message Text:

Sndr Info	{1500}02 P *
Msg Type	{1510}1000
IMAD	{1520}20091021K4B74W1C000068
Amount	{2000}000005959501
Sender DI	{3100}114921415*
Sndr Ref	{3320}20092940027200*
Rcvr DI	{3400}021000018*
Bus Func	{3600}CTR*
BNF	{4200}DGLA 211065*
	DALLAS ISSURER ADMINISTRATIVE SERVI*
	111 SANDERS CREEK PKWY*
	EAST SYRACUSE, NY 13057-1382*
ORG	{5000}D14009498*
	COUNTY OF HIDALGO*
	ATTN ROXANNA DE LEON*
	FNB CASH MANAGEMENT PUBLIC FUNDS*
OBI	{6000}FFC TAS #428493*
	CONTACT MICHELLE BALSWIN *
	214-468-6254*

Info Log Off

First National Bank

Main Menu | Bill Payment | Cash Manager | eDocs | Options

Accounts | »Transactions | Transfers | Stop Payments

»Current Transactions | Download | Search

First National Bank
P.O. Box 810
Edinburg, TX 78540
1-877-380-8573

To change the number of transactions you see by default, select Options then Display.

View Transactions for: CAPITAL PROJECT

Current Balance: 59,380.96
Available Funds: 679,582.05

Transactions from 10/21/2009 to 10/21/2009 ? View Range: Since Last Statement | 7 Days | 15 Days | 30 Days

Date: ▽	Ref/Check No.	Description:	Debit:	Credit:
10/21/2009		WIRE:OUT-200929400272;OBI FFC TAS #42849 3CONTACT MICHELLE BA	-59,595.01	

Totals (this page): Transactions: 1 **Debits: -59,595.01 Credits: 0.00**



TRANSACTION REPORT

P.01

OCT-21-2009 WED 11:11 AM

FOR: Hidalgo County Treasurer 9563182507

SEND

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
OCT-21	11:11 AM	FIRST NATIONAL BANK	20"	1	FAX TX	OK	639	

TOTAL : 20S PAGES: 1

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

October 21, 2009

Roxanna De Leon
First National Bank
100 West Cano
Edinburg, Texas 78539

Dear Ms. De Leon:

This letter will serve as authorization for First National Bank to issue transfer(s) on behalf of Hidalgo County.

From: Capital Project Funds, Account #14009498

To: The Bank of New York Mellon Trust Company, N.A.

Routing #: 021000018
Account #: GLA211-065
Acct Name: Dallas Issuer Administrative Services
F/F/C: TAS# 428493
Contact: Michelle Baldwin (214) 468-6254

Amount: $ 59,595.01

Please fax confirmation of transfer. Your Prompt attention to this matter is greatly appreciated.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 318-2506.

Sincerely,

Norma G. Garcia
Hidalgo County Treasurer

Raymundo Eufracio, CPA
Hidalgo County Auditor

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

October 21, 2009

Roxanna De Leon
First National Bank
100 West Cano
Edinburg, Texas 78539

Dear Ms. De Leon:

This letter will serve as authorization for First National Bank to issue transfer(s) on behalf of Hidalgo County.

From:	Capital Project Funds, Account #14009498
To:	The Bank of New York Mellon Trust Company, N.A.
Routing #:	021000018
Account #:	GLA211-065
Acct Name:	Dallas Issuer Administrative Services
F/F/C:	TAS# 428493
Contact:	Michelle Baldwin (214) 468-6254

Amount: $ 59,595.01

Please fax confirmation of transfer. Your Prompt attention to this matter is greatly appreciated.

Should you have any questions or concerns, please do not hesitate to contact my office at (956) 318-2506.

Sincerely,

Norma G. Garcia
Hidalgo County Treasurer

Raymundo Eufracio, CPA
Hidalgo County Auditor

AI-18079 **20.C.2.**

Certificates of Obligation, Series 2009 B-C

CC REGULAR

Date: 10/20/2009

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Certificates of Obligation, Series 2009 B-C:
a. Approval of interfund transfer from County Wide Administration (1100) to Certificates of Obligation, Series 2009 B-C (1441) in the amount of $59,595.01 to fund payment of bond insurance premium.
b. Approval and authorization for County Treasurer to wire transfer $59,595.01 to the Paying Agent to be applied toward the payment of bond insurance premium associated with the 2009C Certificates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balance as of 10/16/09.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/16/2009 03:49 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 04:02 PM	APRV
3	Roland Garcia	Rolando Garcia	10/16/2009 04:17 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Sergio Cruz Started On: 10/16/2009 02:33 PM

Final Approval Date: 10/16/2009

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2009 B-C (1441)

20.C.2. 241155

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(59,595.01)
9-1100-491-01-000-441-0-891	TRANSFERS OUT-CERT OF OBLIG-2009B&C	59,595.01
3 3		
9-1441-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	59,595.01
9-1441-476-00-000-000-0-866	CO2009B&C-ISSUANCE COST	59,595.01
3		
	TOTAL BUDGET INCREASE: 1401	59,595.01

N: **TO FUND PAYMENT OF BOND INSURANCE PREMIUM ASSOCIATED WITH THE 2009C CERTIFICATES.**

APPROVED BY
COMMISSIONERS' COURT

ON: 10-20-09

IENT HEAD SIGNATURE

D COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-18188 **22.F.1.**

Pct.1 Sanitation - Creation of Truck Driver III temporary position

CC REGULAR

Date:	10/27/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Pct.1 Sanitation Dept.
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #1 Sanitation (1100) - (AI-18141):
a. Approval of interdepartmental transfer.
b. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

9-1100-432-00-121-001-0-121 Current available funds of $1,704.00, as of 10/21/09.
9-1100-415-00-115-002-0-899 Additional funding in the amount of $2,472.83 pending interdepartmental transfer. (Refer to AI-18188)

Attachments

Link: Fiscal Note

Link: Interdept. transfer

Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/23/2009 09:29 AM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 10:44 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/23/2009 11:40 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sylvia Solis Started On: 10/22/2009 03:46 PM

Final Approval Date: 10/23/2009

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 Date: Tuesday, October 27, 2009 **Agenda Item:** 18141

Summary of request/proposal:
Pct. 1 - Sanitation Department is requesting approval to create one (1) temporary full-time Truck Driver III position, slot no T027, budgeted salary $21,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Truck Driver III	T027	121	0.00	21,000.00	21,000.00
				0.00	21,000.00	21,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-432-00-121-001-0 121	Pct. 1 SANITATION - TEMP F/T EMPLOYEES	$3,862.07
9-1100-432-00-121-001-0 211	Pct. 1 SANITATION - HEALTH INSURANCE	
9-1100-432-00-121-001-0 212	Pct. 1 SANITATION - LIFE INSURANCE	
9-1100-432-00-121-001-0 220	Pct. 1 SANITATION - FICA	$295.45
9-1100-432-00-121-001-0 230	Pct. 1 SANITATION - RETIREMENT	
9-1100-432-00-121-001-0 250	Pct. 1 SANITATION - UNEMPLOYMENT COMP	$19.31
9-1100-432-00-121-001-0 260	Pct. 1 SANITATION - WORKER'S COMP	
	2009 Budgetary Impact	$4,176.83

2010 Budgetary Impact: N/A

Possible Funding Sources: **Lapsed salaries (obj. code 121) & Additional funding from Co. Wide Contingency**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: October 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

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

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-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	(2,472.83)
TO			
9-1100-432-00-121-001-0- 121	PCT. 1 SANITATION -	TEMP F/T EMPLOYEES	2,158.07
9-1100-432-00-121-001-0- 220	PCT. 1 SANITATION -	FICA	295.45
9-1100-432-00-121-001-0- 250	PCT. 1 SANITATION -	UNEMPLOYMENT	19.31
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer to fund pro-rated temporary Truck Driver III position and related fringes (slot no. T027).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-432-00-121-001-0

AI - 18141

PCT.1 SANITATION

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	ADMINISTRATIVE ASSISTANT	44,023.00	0.00	44,023.00	0.05	2,201.00	0.00	46,224.00	46,224.00	600.00	0.00	0.00	0.00	0.00	46,824.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I - C	43,065.00	2,915.00	45,980.00	0	0.00	0.00	45,980.00	45,980.00	480.00	0.00	5,794.00	0.00	0.00	52,254.00
0003	113	DEPUTY CONSTABLE STEP II	39,330.00	0.00	39,330.00	0	0.00	0.00	39,330.00	39,330.00	0.00	0.00	0.00	0.00	0.00	39,330.00
0004	113	ACCOUNTS PAYABLE CLERK	33,159.00	0.00	33,159.00	0.05	1,658.00	0.00	34,817.00	34,817.00	0.00	0.00	0.00	0.00	0.00	34,817.00
0005	113	MAINTENANCE III	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	0.00	0.00	0.00	0.00	0.00	33,093.00
0006	113	TRUCK DRIVER III	29,245.00	0.00	29,245.00	0.05	1,462.00	538.00	31,245.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0007	113	HEAVY EQUIPMENT OPERATOR I	26,980.00	0.00	26,980.00	0.05	1,349.00	651.00	28,980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	TRUCK DRIVER III	25,552.00	0.00	25,552.00	0.05	1,278.00	722.00	27,552.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0009	113	ATTENDANT	25,245.00	0.00	25,245.00	0.05	1,262.25	737.75	27,245.00	27,245.00	0.00	0.00	0.00	0.00	0.00	27,245.00
0010	113	TRUCK DRIVER II	24,334.00	0.00	24,334.00	0.05	1,217.00	783.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0011	113	TRUCK DRIVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0012	113	MAINTENANCE II	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	300.00	0.00	0.00	0.00	0.00	25,536.00
0013	113	MAINTENANCE II	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0014	113	MAINTENANCE I	22,350.00	0.00	22,350.00	0.05	1,118.00	882.00	24,350.00	22,350.00	0.00	0.00	0.00	0.00	0.00	22,350.00
0015	113	MAINTENANCE I	22,350.00	0.00	22,350.00	0.05	1,118.00	882.00	24,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	MAINTENANCE I	22,350.00	0.00	22,350.00	0.05	1,117.50	882.50	24,350.00	24,350.00	0.00	0.00	0.00	0.00	0.00	24,350.00
0017	113	ATTENDANT	21,985.00	0.00	21,985.00	0.05	1,099.25	900.75	23,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	ATTENDANT	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
0019	113	ATTENDANT	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
0021	113	ADMINISTRATIVE SECRETARY	33,280.00	0.00	33,280.00	0.05	1,664.00	0.00	34,944.00	34,944.00	0.00	0.00	0.00	0.00	0.00	34,944.00
0023	113	HEAVY EQUIPMENT OPERATOR II	26,000.00	0.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0024	113	TRUCK DRIVER III	23,000.00	0.00	23,000.00	0.05	1,150.00	850.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
0025	113	DEPUTY CONSTABLE - CODE ENFORC	0.00	38,000.00	38,000.00	0	0.00	(1,520.00)	36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0026	113	DEPUTY CONSTABLE - CODE ENFORC	0.00	38,000.00	38,000.00	0	0.00	(1,520.00)	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		CREATE THE FOLLOWING POSITION:														
T027	**121**	**TRUCK DRIVER III**	**0.00**	**21,000.00**	**21,000.00**		**0.00**	**0.00**	**21,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			604,927.00	78,915.00	683,842.00		26,128.10	9,930.90	719,901.00	595,309.00	1,380.00	0.00	5,794.00	0.00	0.00	602,483.00

Approval to create one (1) temporary full-time Truck Driver III position, slot # T027, budgeted hourly rate $10.09 per hour. (Position not to exceed six months and/or 12/31/2009.) Pending CC approval.

AI-18187 **22.F.2.**

Pct.2 R&B - Revised Salary Schedule

CC REGULAR

Date:	10/27/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Yolanda Cisneros
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #2 R&B (1202) - (AI-18127):
a. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-113

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

BUDGETARY IMPACT:

Funds available from deleted position as of 10/21/09. Refer to AI-18127

Attachments

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/22/2009 03:52 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/22/2009 04:29 PM	APRV
3	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sylvia Solis Started On: 10/22/2009 03:36 PM

Final Approval Date: 10/23/2009

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 Date: Tuesday, October 27, 2009 **Agenda Item:** 18127 / 18187

Summary of request/proposal:
Pct. 2 - R&B Department is requesting approval to delete one (1)vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90 and create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Office Coordinator	0015	113	31,770.90	0.00	(31,770.90)
1202	Data Entry Clerk II	0080	113	0.00	29,233.00	29,233.00
				31,770.90	29,233.00	(2,537.90)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1202-431-00-122-006-0	113	Pct. 2 R&B -	REG F/T EMPLOYEES	($466.74)
9-1202-431-00-122-006-0	211	Pct. 2 R&B -	HEALTH INSURANCE	
9-1202-431-00-122-006-0	212	Pct. 2 R&B -	LIFE INSURANCE	
9-1202-431-00-122-006-0	220	Pct. 2 R&B -	FICA	($35.71)
9-1202-431-00-122-006-0	230	Pct. 2 R&B -	RETIREMENT	($42.10)
9-1202-431-00-122-006-0	250	Pct. 2 R&B -	UNEMPLOYMENT COMP	($2.33)
9-1202-431-00-122-006-0	260	Pct. 2 R&B -	WORKER'S COMP	
			2009 Budgetary Impact	($546.88)

2010 Budgetary Impact: **($2,973.66)**

Possible Funding Sources: Funds from Deleted Position

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 18127

PCT.2 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	CHIEF ADMINISTRATOR	66,035.00	0.00	66,035.00	0.05	3,301.75	0.00	69,336.75	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00
0002	113	FIELD OPER DIR	63,960.00	0.00	63,960.00	0.05	3,198.00	0.00	67,158.00	67,158.00	540.00	0.00	0.00	0.00	0.00	67,698.00
0003	113	RESEARCH AND DEVELOPMENT DIRE	46,704.00	0.00	46,704.00	0.05	2,335.20	0.00	49,039.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	43,414.00	0.00	43,414.00	0.05	2,170.70	0.00	45,584.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	41,600.00	0.00	41,600.00	0.05	2,080.00	0.00	43,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	40,676.00	0.00	40,676.00	0.05	2,033.80	0.00	42,709.80	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
0007	113	ACCOUNTANT	39,520.00	0.00	39,520.00	0.05	1,976.00	0.00	41,496.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	49,400.00	0.00	49,400.00	0.05	2,470.00	0.00	51,870.00	51,870.00	0.00	0.00	0.00	0.00	0.00	51,870.00
0009	113	ASSISTANT FIELD OPERATIONS DIREC	37,693.00	0.00	37,693.00	0.05	1,885.00	0.00	39,578.00	39,578.00	1,320.00	0.00	0.00	0.00	0.00	40,898.00
0010	113	HEAVY EQUIPMENT OPERATOR III	33,855.00	0.00	33,855.00	0.05	1,693.00	0.00	35,548.00	35,548.00	660.00	0.00	0.00	0.00	0.00	36,208.00
0011	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,651.00	0.00	34,670.00	30,208.00	0.00	0.00	0.00	0.00	0.00	30,208.00
0012	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0013	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,651.00	0.00	34,670.00	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0014	113	MECHANIC III	33,089.00	0.00	33,089.00	0.05	1,654.45	0.00	34,743.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETE THE FOLLOWING POSITION:														
~~0015~~	~~113~~	~~OFFICE COORDINATOR~~	~~30,258.00~~	~~0.00~~	~~30,258.00~~	~~0.05~~	~~1,512.90~~	~~0.00~~	~~31,770.90~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0016	113	HEAVY EQUIPMENT OPERATOR II	28,384.00	0.00	28,384.00	0.05	1,419.20	580.80	30,384.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	MECHANIC II	28,195.00	0.00	28,195.00	0.05	1,409.75	590.25	30,195.00	30,195.00	660.00	0.00	0.00	0.00	0.00	30,855.00
0018	113	ADMINISTRATIVE ASSISTANT II	38,000.00	0.00	38,000.00	0.05	1,900.00	0.00	39,900.00	39,900.00	960.00	0.00	0.00	0.00	0.00	40,860.00
0019	113	SHOP FOREMAN	36,000.00	0.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	300.00	0.00	0.00	0.00	0.00	38,100.00
0020	113	CLERK/RECEPTIONIST	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0021	113	OFFICE CLERK	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00
0022	113	TRUCK DRIVER III	26,813.00	0.00	26,813.00	0.05	1,341.00	659.00	28,813.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	TRUCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	28,535.00	0.00	0.00	0.00	0.00	0.00	28,535.00
0024	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	22,200.00	0.00	0.00	0.00	0.00	0.00	22,200.00
0025	113	HEAVY EQUIPMENT OPERATOR II	26,356.00	0.00	26,356.00	0.05	1,318.00	682.00	28,356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0026	113	TRCK DRIVER I	25,572.00	0.00	25,572.00	0.05	1,278.60	721.40	27,572.00	25,647.00	1,020.00	0.00	0.00	0.00	0.00	26,667.00
0027	113	TRUCK DRIVER II	25,136.00	0.00	25,136.00	0.05	1,257.00	743.00	27,136.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 18127

PCT.2 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	
0028	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	27,016.00	960.00	0.00	0.00	0.00	0.00	27,976.00
0029	113	TRUCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,251.00	749.00	27,016.00	27,016.00	480.00	0.00	0.00	0.00	0.00	27,496.00
0030	113	TRAFFIC SAFETY/ SPECIALIST III	24,991.00	0.00	24,991.00	0.05	1,250.00	750.00	26,991.00	26,991.00	420.00	0.00	0.00	0.00	0.00	27,411.00
0031	113	HEAVY EQUIPMENT OPERATOR II	24,828.00	0.00	24,828.00	0.05	1,241.40	758.60	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0032	113	TRCK DRIVER II	24,790.00	0.00	24,790.00	0.05	1,239.50	760.50	26,790.00	26,790.00	1,200.00	0.00	0.00	0.00	0.00	27,990.00
0033	113	MAINTENANCE I	24,265.00	0.00	24,265.00	0.05	1,213.00	787.00	26,265.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0034	113	TRUCK DRIVER II	24,059.00	0.00	24,059.00	0.05	1,203.00	797.00	26,059.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0035	113	MAINTENANCE II	23,204.00	0.00	23,204.00	0.05	1,160.20	839.80	25,204.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0036	113	MAINTENANCE II	22,840.00	0.00	22,840.00	0.05	1,142.00	858.00	24,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0037	113	TRAFFIC SAFETY/ SPECIALIST I	22,355.00	0.00	22,355.00	0.05	1,118.00	882.00	24,355.00	24,355.00	0.00	0.00	0.00	0.00	0.00	24,355.00
0038	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	23,753.00	540.00	0.00	0.00	0.00	0.00	24,293.00
0039	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,088.00	912.00	23,753.00	23,753.00	480.00	0.00	0.00	0.00	0.00	24,233.00
0040	113	MAINTENANCE I	21,338.00	0.00	21,338.00	0.05	1,067.00	933.00	23,338.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0041	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.00	951.00	22,984.00	22,984.00	0.00	0.00	0.00	0.00	0.00	22,984.00
0042	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0043	113	MAINTENANCE I	20,703.00	0.00	20,703.00	0.05	1,035.00	965.00	22,703.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0044	113	TRAFFIC SAFETY/ SPECIALIST 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
0045	113	TRAFFIC SAFETY SPECIALIST 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
0055	114	OFFICE CLERK	9,734.00	0.00	9,734.00	0.05	486.70	0.00	10,220.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	21,760.00	0.00	0.00	0.00	0.00	0.00	21,760.00
T057	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T058	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T060	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	MECHANIC II	26,500.00	0.00	26,500.00	0.05	1,325.00	675.00	28,500.00	28,500.00	300.00	0.00	0.00	0.00	0.00	28,500.00
0062	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0063	113	HEAVY EQUIPMENT OPERATOR II	0.00	24,828.00	24,828.00	0.05	1,241.00	759.00	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0064	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 18127

PCT.2 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	
0065	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0066	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0067	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0068	113	MECHANIC I	0.00	26,500.00	26,500.00	0.05	1,325.00	675.00	28,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0069	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0070	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0073	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0075	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0076	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0077	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A078	113	ENGINEERING TECHNICIAN I	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	0.00	6,000.00
T079	121	ENGINEERING TECHNICIAN II	0.00	39,083.00	39,083.00	0	0.00	0.00	39,083.00	39,083.00	0.00	0.00	0.00	0.00	0.00	39,083.00
		CREATE THE FOLLOWING POSITION:														
0080	**113**	**DATA ENTRY CLERK II**	**0.00**	**29,233.00**	**29,233.00**	**0**	**0.00**	**0.00**	**29,233.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,513,258.00	476,052.00	1,989,310.00		92,099.75	34,152.70	2,115,562.45	1,102,650.00	12,900.00	0.00	6,000.00	0.00	0.00	1,121,250.00

Refer: AI 18127 & AI 18187

1. Approval to delete one (1) vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90.

2. Approval to create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00.

Positions pending CC approval

AI-18113 **23.A.4.**

Exemption from Competitive Bidding/Vehicle & Equip. Repairs
CC REGULAR

Date:	10/27/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Tx. Local Government, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and, (11) "vehicle and equipment repairs";

b. Requesting authority to purchase repairs for County-owned vehicles and equipment from the vendors identified an detailed on the list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2010;

c. Approval of a Purchase Order Increase for PO#614823 (Hacienda Ford) of $3,000.00 (new total of $4,000.00) due to unforeseen damage which requires repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each department would need to have a budget to secure a purchase order for repairs.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-50-115-059-0-432

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

BUDGETARY IMPACT:

$5,243.33 available balance as of 10/23/09.

Attachments

Link: Repair & Maint. Vendors

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/23/2009 04:31 PM	APRV

2	Budget & Management	Erika Zamora	10/23/2009 04:40 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/23/2009 05:27 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Marty Salazar

Started On: 10/20/2009 03:54 PM

Final Approval Date: 10/23/2009

Hidalgo County
Vendors for Repair and Maintenance for Vehicles and Equipment
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
11266	ERNIE'S SERVICE LLC	1912 NORTH CAGE	PHARR	TX	78577
96822	BERT OGDEN CHEVROLET, INC.	1400 E. EXPRESSWAY 83	MISSION	TX	78572
323144	BERT OGDEN MCALLEN MOTORS, INC.	P.O. BOX 3098	MCALLEN	TX	78502
3654	BERT OGDEN MOTORS, INC.	4221 SOUTH HWY 281	EDINBURG	TX	78539
291277	BERT OGDEN RGV RV CENTER, INC.	1400 E. EXPRESSWAY 83	MISSION	TX	78572
89885	ACTION HYDRAULIC HOSES, ETC.	1010 W KIKA DE LA GARZA	MISSION	TX	78572
1961	ANDERSON EQUIPMENT CO INC	P. O. BOX 662	PHARR	TX	78577-0662
242101	H & V EQUIPMENT, INC.	P.O. BOX 909	PROGRESO	TX	78579
94366	HOLT TEXAS, LTD. DBA HOLT CAT	P.O. BOX 911975	DALLAS	TX	75391-1975
218332	RUSH EQUIPMENT CENTERS OF TEXAS, INC.	10100 N LOOP EAST	HOUSTON	TX	77029
269123	RUSH TRUCK CENTERS OF TEXAS, LP	DEPARTMENT 1265	BIRMINGHAM	AL	35287-1265
13129	FRENCH-ELLISON TRUCK CENTER, LTD	4300 N. CAGE ST.	PHARR	TX	78577
4014	BOGGUS MOTOR SALES, L.P.	1400 E HWY 83	MCALLEN	TX	78501
4014	BOGGUS MOTOR SALES, L.P.	P.O. BOX 2318	MCALLEN	TX	78502
179701	WESLACO FORD-MERCURY, INC.	800 E. EXPRESSWAY 83	WESLACO	TX	78596
41424	WESLACO MOTORS	2401 E. EXPRESSWAY 83	WESLACO	TX	78596
4057	BORDER ENGINE REBUILDERS	100 INTERNATIONAL BLVD.	MISSION	TX	78572
174181	EDINBURG MACHINE SHOP	EDINBURG MACHINE SHOP	EDINBURG	TX	78539
38873	TRUCKERS EQUIPMENT INC.	P. O. BOX 4727	CORPUS CHRISTI	TX	78469-4727
206571	VERMEER EQUIPMENT OF TEXAS, INC.	P.O. BOX 224991	DALLAS	TX	75222-4991
206571	VERMEER EQUIPMENT OF TEXAS, INC.	P.O. BOX 674162	DALLAS	TX	75267-4162
1864	AMIGO IMPLEMENT COMPANY, INC	304 W. MONTE CRISTO RD.	EDINBURG	TX	78541
195545	NUECES POWER EQUIPMENT	P.O. BOX 4789	CORPUS CHRISTI	TX	78469-4789
283797	ROMCO EQUIPMENT CO.	P.O. BOX 841496	DALLAS	TX	75284-1496

Hidalgo County
Vendors for Repair and Maintenance for Vehicles and Equipment
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
78344	WEAKS MARTIN IMPLEMENT CO., INC.	P. O. BOX 910	MISSION	TX	78572
252468	HACIENDA FORD	3010 W. UNIVERSITY	EDINBURG	TX	78539
6041	CHARLES CLARK CHEVROLET CO.	P. O. BOX 938	MCALLEN	TX	78501
248649	FLEETPRIDE	P.O. BOX 847118	DALLAS	TX	75284-7118
204803	SOUTH TEXAS FREIGHTLINER, INC.	P.O. BOX 2201	DECATUR	AL	35609-2201
353787	DOGGETT EQUIPMENT SERVICES GROUP LTD	D/B/A TOYOTALIFT OF TEXAS	HOUSTON	TX	77216-0698
324493	DOGGETT HEAVY MACHINERY SERVICES LTD	705 E. NOLANA LOOP	PHARR	TX	78577-9535
3166	BARBEE-NEUHAUS IMPL CO	2000 E. EXPRESSWAY 83	WESLACO	TX	78596
33871	SEIVER IMPLEMENT CO. INC.	P.O. BOX 699	DONNA	TX	78537
216607	RIO HYDRAULIC SALES & SERVICE	1213 E. TAMARACK	MCALLEN	TX	78501
35173	SPIKES MOTOR COMPANY	P. O. DRAWER 393	MISSION	TX	78572
247774	D & R GLASS ETC INC. D/B/A GLASS ETC.	D/B/A GLASS ETC	MCALLEN	TX	78501
13161	FUEL INJECTION SERVICE INC.	3401 N. CAGE	PHARR	TX	78577-1781
279838	INTERSTATE ALL BATTERY CENTERS	2302 RED RIVER DR.	MISSION	TX	78572
279838	INTERSTATE ALL BATTERY CENTERS	P.O. BOX 3244	DES MOINES	IA	50316-3244
259969	INTERSTATE BATTERY OF TEXAS VALLEY	5510 N CAGE BLVD, STE R	PHARR	TX	78577
279315	JESSE'S RADIATOR & MUFFLER SHOP	617 N. AIRPORT DR.	WESLACO	TX	78596
306878	JESSE'S RADIATOR & MUFFLER SHOP	440 W. BUS. HWY. 83	SAN JUAN	TX	78589
181218	JESSE'S STAR MUFFLER & TRUCK ACCESSORIES	ACCESSORIES, INC.	MCALLEN	TX	78501
309125	J & M HYDRAULICS	P O BOX 1319	MERCEDES	TX	78570
347612	A-1 AUTO GLASS LLC	517 N. 10TH STREET	MCALLEN	TX	78501
000426	AAMATIC TRANSMISSIONS	616 S. 23RD	MCALLEN	TX	78501
371823	AAMCO TRANSMISSIONS	120 S. 23RD	MCALLEN	TX	78501

Hidalgo County
Vendors for Repair and Maintenance for Vehicles and Equipment
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
351873	ALL TUNE AND LUBE	122 N MCCOLL	EDINBURG	TX	78541
196339	AMERICAN AUDIO ALARM & TINT	1509 W. BUS.83 STE A	WESLACO	TX	78596
194123	AMERICAN AUDIO-ALARM-TINT & AUTO GLASS	716 S. CLOSNER	EDINBURG	TX	78539
318108	AMERICAN MACHINE SHOP & PUMPS	2120 E RICHARDSON	EDINBURG	TX	78541
313955	BRYAN PARK EXXON	1211 E. 9TH ST.	MISSION	TX	78572
004537	BURTON AUTO SUPPLY, INC.	P.O. BOX 2201	DECATUR	AL	35609-2201
043265	CAMCO WHEEL & AXLE	P.O. BOX 1685	PHARR	TX	78577
178918	CAR CARE CENTER	319 W. 10TH. ST.	MISSION	TX	78572
284041	CARRILLO INVESTMENTS, INC.	DBA VIC'S AUTO REBUILDERS & V	PHARR	TX	78577
140651	CARWASH CARWASH	4515 N. 10TH	MCALLEN	TX	78504
213861	COLLISION MASTERS AUTO BODY SHOP	DBA TOW MASTERS WRECKER SE	MISSION	TX	78572
326577	E.R. PAINT SHOP	2420 W. MONTE CRISTO RD.	EDINBURG	TX	78541
227153	ECONOMY TIRES & WHEELS	10006 N. MOOREFIELD RD.	MISSION	TX	78574
349631	FALCON SEAL & SUPPLY	P O BOX 2643	MCALLEN	TX	78502
344699	FIESTA CHEVROLET, INC.	4002 S EXPRESSWAY 281	EDINBURG	TX	78542
231266	G & S GLASS LLC	616 NORTH CLOSNER BLVD	EDINBURG	TX	78539
169242	GCR TIRE CENTER	DBA GCR TIRE CENTERS	NASHVILLE	TN	37214
286346	GCR TIRE CENTERS	1402 N. 77 SUNSHINE STRIP	HARLINGEN	TX	78550
014788	GOODYEAR AUTO SERVICE CENTER	4201 N 23RD ST	MCALLEN	TX	78504
179442	IVAN'S AUTOMOTIVE	2245 S. CLOSNER	EDINBURG	TX	78539
043664	JOE'S SERVICE CENTER INC.	501 N. CLOSNER	EDINBURG	TX	78541
169757	KIP'S KWIK LUBE CENTER INC	P.O. BOX 532189	HARLINGEN	TX	78553
022357	MADDEN'S PICK-UP COVERS, INC.	2021 N. 23RD ST.	MCALLEN	TX	78501

Hidalgo County
Vendors for Repair and Maintenance for Vehicles and Equipment
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
164755	MARES' WINDSHIELDS/GLASS	505 E. SCHUNIOR ST	EDINBURG	TX	78541
125334	MINGO'S CAR KLINIC	510 N. CLOSNER	EDINBURG	TX	78541
221945	O'REILLY AUTO PARTS	233 S PATTERSON	SPRINGFIELD	MO	65801
370045	PENA'S SPRAY ON BEDLINERS	6912 LOMA LINDA ST.	MISSION	TX	78572
150797	PETROLEUM SOLUTIONS, INC.	P. O. BOX 2346	MCALLEN	TX	78502-2346
091987	PUEBLO TIRES & SERVICE	BUSINESS OFFICE	MCALLEN	TX	78501
315486	RADIADORES DEL VALLE	9514 N. FM 1015	MERCEDES	TX	78570
156876	RAM TRUCK SERVICE, INC.	2500 W. EXPRESSWAY 83	MISSION	TX	78572
299715	RAUL LONGORIA RADIATOR SHOP	3302 S RAUL LONGORIA RD.	EDINBURG	TX	78539
174343	REYES TARP & TENTS	802 WEST STATE	PHARR	TX	78577
311987	SEPULVEDA'S AUTO SERVICE #2	2204 OLMO AVENUE	SAN JUAN	TX	78589
034754	SOUTH HI WAY GARAGE INC.	2325 S HWY 281	EDINBURG	TX	78539
196983	SOUTH TEXAS PUMP, INC.	P.O. BOX 1852	WESLACO	TX	78599
135224	SUMMIT MANUFACTURING INC.	P. O. BOX 626	MISSION	TX	78572-0626
336319	SUPERIOR OIL EXPRESS	1704 S SUGAR RD	EDINBURG	TX	78539
223638	TEXAS TARPS	P.O. BOX 1109	LA BLANCA	TX	78558
037214	TEXAS TOOL COMPANY	307(K) CENTER ST.	MCALLEN	TX	78501
098035	THREE STAR MUFFLER & RADIATOR SHOP	201 E. 10TH	MISSION	TX	78572
038245	THREE STAR MUFFLER SHOP	313 N TEXAS BLVD	WESLACO	TX	78596
347078	THREE STAR MUFFLER SHOP	901 E UNIVERSITY DR	EDINBURG	TX	78539
214264	TRI-COUNTY COMMUNICATIONS, LTD	1421 E. PIKE BLVD.	WESLACO	TX	78596
132799	VALLEY OUTDOOR POWER EQUIPMENT, INC.	1012 E FERGUSON (FM495)	PHARR	TX	78577
208078	VIDEO SOUND & LIGHT ENTERPRISES INC.	3716 S US HWY 281	EDINBURG	TX	78539

Hidalgo County
Vendors for Repair and Maintenance for Vehicles and Equipment
(County Owned)

Vendor ID №	Company Name	Address	City	State	Zip Code
220833	WINDSHIELD XPRESS	101 E. WARREN ST.	PHARR	TX	78577
369985	WINDSHIELDS XPRESS HRL	2430 W. BUS. 77	SAN BENITO	TX	78586
372854	STUTZ AUTO SERVICE INC	2408 W. PECAN BLVD	MCALLEN	TX	78501
040991	W. W. GRAINGER INC.	100 GRAINGER PARKWAY	LAKE FOREST	IL	60045-5201

Hacienda Ford, Inc.

3010 West University
Edinburg, Texas 78539
Phone: (956) 383-1615
Fax: (956) 383-2422

Quality Care
at your service

Mr.

CUSTOMER Brantly	DATE		VIN #		
COPY	MODEL	YEAR	MILEAGE	LICENCE #	ENGINE
	PHONE'S #			REPAIR ORDER #	

QTY	PART DESCRIPTION	PART NUMBER	HOURS	LABOR	ORIG EQUIP (WARRANTY)	NON-ORIG EQUIPMENT (NON-WARRANTY)
1	Transmission	F75Z7V000LRM		8.0		2253.27
1	Trans cooler	F7UZ7A095FA		1.0		56.65
1	Ext. Filter	XC3Z7B155F				82.29
	Inspect of all Internal Parts (disassembly)			1.0		
	Assembly for Core			1.0		
		3yr - 100,000 Mi warranty				
						11.0

This is an estimate based on our inspection and does not cover additional parts and labor which may be required after the work has started. Such additional work has to be authorized by the insurance adjuster before it is executed.

- ☐ REGULAR ORDER
- ☐ DAILY ORDER
- ☐ 2ND DAY AIR
- ☐ SPECIAL HANDLING
- ☐ OVERNIGHT
- ☐ WARRANTY
- ☐ CAR DOWN
- ☐ CUSTOMER PAYS FREIGHT

DATE: _____ TIME: _____

MECHANIC: _____ SIGNATURE: _____

LABOR	880	00	
PARTS	2362	21	
SUBLET			
SHOP SUPPLIES			
FREIGHT			
TAX			
TOTAL	3242	21	3000 00

C P PRINTERS • (956) 687-2580

AI-18152 **23.A.5.**

WRAP AROUND PROGRAM

CC REGULAR

Date:	10/27/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

a. Acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners' Court) submitted in response to the Request for Proposals - "Wrap Around Program" - Juvenile Justice Center.
1st._____;2nd._____;

b. Authorization for Purchasing Department to negotiate a contract with the number one (1) ranked proposer_____ for "Wrap Around Program" RFP No 2009-400-10-14-YZV

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1294-423-00-330-052-0-350

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

BUDGETARY IMPACT:

Available balance as of 10/23/09 is $255,500.00.

Attachments

Link: Tabulation-Participation-Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2009 10:33 AM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 11:13 AM	APRV
3	Perla Lopez	Perla Lopez	10/23/2009 09:42 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Yolanda Velasquez — Started On: 10/21/2009 03:47 PM

Final Approval Date: 10/23/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP OPENING DATE: OCTOBER 14, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: "WRAP AROUND PROGRAM" JUVENILE JUSTICE CENTER

RFP NO: 2009-400-10-14-YZV

RFP #	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF PROPOSAL
#1	SOUTHWEST KEY PROGRAMS	√
#2	TONY GUZMAN & ASSOCIATES	√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: OCTOBER 14, 2009 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"WRAP AROUND PROGRAM – JUVENILE JUSTICE CENTER"

BID NO.: 2009-400-10-14-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Guzman & Associates	IP	Guzmancounseling@att.net Tel 664-1600 Tony Guzman	9/28/09	210 Nolana Ste B McAllen, Texas 78504
2.Diana Anzaldua	EM	DAnzaldua@swkey.org Tel: 512-462-2181	9/28/09	Southwest Key Program 6002 Jain Lane Austin, TX 78721
3.Paul Vasaldua Vazaldua and Associates	EM	Paulms555@yahoo.com Cell: 451-6775 Fax: 627-0943	9/28/09	Vazaldua and Associate 2050 W. Iris McAllen, Texas 78501
4.Andrew J DeAngelo Community Solutions Inc	EM	andrewdeangelo@lehighcounty.org	9/30/09	Tel: 484-226-4609
5.Monica Carmona Cornell Companies, Inc.	EM	mcarmona@cornellcompanies.com	10/2/09	1700 West Loop S Ste 1500 Houston, TX 77027
6.McCoys Bldg. Supply	EM	debbie.cooper@mccoys.com Tel: 512-395-6688	10/6/09	
7.Raquel Oliva	TR/EM	roliva@gmail.com	10/6/09	3900 Neuhaus Avenue McAllen, TX 78503
8.Michael Gabrielson Willis of Texas Inc.	EM	Michael.gabrielson@willis.com	10/7/09	1400 N. McColl Rd. Ste 1(McAllen, TX 78502
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY
"WRAP AROUND PROGRAM"
RFP NO. 2009-400-10-14-YZV

SCORING GRID

TOTAL COMMITTEE GRADERS	Guzman & Associates	Southwest Key Programs
GRADER NO. 1	20	100
GRADER NO. 2	25	100
GRADER NO. 3	30	100
TOTAL SCORES	75	300

TOTAL AVERAGE SCORES AND RANKING

TOTAL SCORES & RANKING	Guzman & Associates	Southwest Key Programs
TOTAL SCORE	25	100
RANKING		

AI-18063 **23.A.6.**

Removal of Assets from Inventory List

CC REGULAR

Date:	10/27/2009
Submitted By:	Gabriel Navarro, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Hidalgo County Constable Pct. 2 Office:

Requesting Authorization and approval to remove the following Hidalgo County Fixed Assets from the Hidalgo County Constable Pct. #2 inventory:

	Asset No.	Description
a.	15587	General Electric MPX-W/CASE acquired date 5/13/1985
b.	15588	General Electric MPX-W/CASE acquired date 5/13/1988
c.	36949	Vision Emergency Lightbar, acquired date 8/14/2001
d.	36950	Vision Emergency Lightbar, acquired date 8/14/2001
e.	36951	Vision Emergency Lightbar, acquired date 8/14/2001

BACKGROUND

All efforts were exhausted through the Hidalgo County Precinct 2 Office and The Hidalgo County Fixed Asset Division to locate these items. However, due to lapse of time and transition of County Department staff, back-up information is not available. SEE ATTACHMENT

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: Pct. 2 Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 02:31 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 03:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/16/2009 04:33 PM	APRV
4	Auditor's Office	Linda Fong	10/23/2009 03:45 PM	APRV

Form Started By: Gabriel Navarro

Started On: 10/15/2009 03:34 PM

Final Approval Date: 10/23/2009

AFFIDAVIT

It is my intent to attest that prior to me, Frank Sanchez, promoted on mid April, 2009, the following items (1-5) were not in the possession of the Hidalgo County Constable pct.2.

Ho.Co. asset tag #

1) 036950- 1- VISION EMERGENCY LIGHTBAR , Acquired 8/14/01
2) 036951- 1- VISION EMERGENCY LIGHTBAR, Acquired 8/14/01
3) 036949- 1- VISION EMERGENCY LIGHTBAR, Acquired 8/14/01
4) 015587- 1- GENERAL ELECTRIC MPX- W/CASE Acquired 5/13/85
5) 015588- 1- GENERAL ELECTRIC MPX- W/CASE Acquired 5/13/88

All efforts were exhausted through the Hidalgo County Fixed Assets Division, and the Hidalgo County Constable pct.2, to locate these items. However , due To the lapse in time and transition of county Department staff, back-up information is not available. I respectfully request that the aforementioned items be removed from the inventory of the fixed asset for the Hidalgo County Constable pct.2.

SIGNATURE: _____ DATE: 9/16/09

TITLE: Chief Deputy

THE STATE OF TEXAS ()
()
COUNTY OF HIDALGO ()

BEFORE ME, the undersigned authority,on this day personally appeared Frank Sanchez known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration there expressed.

GIVEN UNDER MY HAND and seal of this 21st day of August , 2009 A.D.

_____
Notary Public

NOTARY PUBLIC STATE OF TEXAS
PRISCILLA MORA
My Commission Expires
05/29/2013

AI-18144 **23.A.7.**

Request Payment for R. Gutierrez Engineering Corporation Invoices for Cesar Chavez Drainage Project

CC REGULAR

Date:	10/27/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval for payment of invoice(s) submitted by contracted engineer, R. Gutierrez Engineering corporation under contract #C-08-381-09-16:
a. Invoice #2751 10/08/2009 for $10,800.00 Cesar Chavez Drainage Project
b. Invoice #2752 10/19/2009 for $ 9,000.00 Cesar Chavez Drainage Project,
subject to Auditors' review and processing procedures completion and authority for County Treasurer to issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-039-0-711/733

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

BUDGETARY IMPACT:

PO #620344 available balances:
obj.711 - $9,000.00 + (PO Inc)$15,000.00= $25,000.00
obj.733- $ 700.00 + (PO Inc)$25,000.00= $25,700.00
*Please see attached PO Increase.

Attachments

Link: R. Gutierrez Engineering Inv.#2751

Link: R. Gutierrez Engineering Inv. #2752

Link: PO Increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2009 10:28 AM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 11:11 AM	APRV
3	Roland Garcia	Rolando Garcia	10/23/2009 09:41 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Yolanda Cisneros Started On: 10/21/2009 02:31 PM

Final Approval Date: 10/23/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2751
Thursday, October 08, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 09/25/2009 to 10/08/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#11)(PO#620344)*

Billing Fee: $87,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	9,000.00	0.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	42.50	30,600.00	19,800.00	10,800.00
			Total Phases:		***$10,800.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 10-8-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 10-8-09

Phase Billing Totals: ***$10,800.00***

Billing Group Subtotal: 10,800.00

Project Totals:

****** Total Project Invoice Amount:*** ***$10,800.00***

620344

9-1339-431-00-122-039-0-733

Req. #152225

Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

October 8, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 22 parcels and have submitted them to the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: October 8, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST X OTHER: INVOICE
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	10/08/2009	Invoice No. 2751
1	10/08/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED X FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

RECEIVED
OCT 08 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2752
Monday, October 19, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 10/09/2009 to 10/19/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#11)(PO#620344)*

Billing Fee: $87,500.00

Phase	*Phase Fee*	*Percent Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Topographic Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	9,000.00	0.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	55.00	39,600.00	30,600.00	9,000.00
			Total Phases:		***$9,000.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 10.20.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 10.20.09

Phase Billing Totals: ***$9,000.00***

Billing Group Subtotal: 9,000.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$9,000.00***

620344

9-1339-431-00-122-039-0-733

Req. #152225

Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

(711)

Cesar Chavez Drainage Lateral

Parcel Status

20-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Maria Guadalupe Perez	114 W. Thelma San Juan, TX 78589-3421	The North 165' of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
1A	Thelma Garcia	212 Martha St. Weslaco, Tx. 78596-4208	The South 165' of the North 330' of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision	X		2747
2	Oscar Santos	1200 East Jackson Ave. Pharr, TX 78577	Lot 15, Block 44 , Alamo Land & Sugar Company's Subdivision	X		2712
3	William R. Tompkins, Jr., and wife Ann Tompkins	1306 Sioux Rd, Alamo, TX 78516	Lot 15, Block 44 , Alamo Land & Sugar Company's Subdivision	X		2712
4	John Craig Kautsch	705 Business 83 Alamo, TX 78516	Lot 14, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
5	Kevin L. Swanson and Leland Swanson	PO Box 426 Alamo, TX 78516	Lot 13, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
6	Antioch Bible Church	RR1, Box 100B Alamo, TX 78516-7075	The South 165' of Lot 12, Block 44, Alamo Land & Sugar Company's Subdivision	X		2747

R. Gutierrez Engineering Corporation

(733)

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

20-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
01	Antioch Bible Church	RR1, Box 100B Alamo, TX 78516-7075	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
02	HJ & CD Young Limited Partnership, Charles H. Young and F. Arlone Young, Co-Trustees of the Charles Home Young Trust		The West one half (1/2) of Lot 9, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
03	David T. Dick		The East one half (1/2) of Lot 9, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
04	Kevin L. Swanson and Leland Swanson	PO Box 426 Alamo, TX 78516	A 10.95-acre tract out of Lot 13, Block 44, Alamo Land and Sugar Company's Subdivision	X		2747
05	Kevin L Swanson		The West one half (1/2) of West one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
06	Lloyd Howard Glover, Jr., Judith Ann Caudle (a/k/a) Judith Ann Benningfield, Richard Dale Glover		The East one half (1/2) of West one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
07	Lloyd Howard Glover, Jr., Judith Ann Caudle (a/k/a) Judith Ann Benningfield, Richard Dale Glover		The East one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
08	L.D.F. Investments		The South 11.0-acres of the South one half (1/2) of Lot 10, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
09	Paul Lee Windbigler		The North one half (1/2) of Lot 15, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
10	Hidalgo County Irrigation District No. 2		The South 30 feet of Villarreal Subdivision	X		2751
11	Hidalgo County Irrigation District No. 2		The North 50 feet of Sioux Estates Subdivision Unit No. 2 and the10' additional Drain Ditch.	X		2751

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

20-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
12	J.H.McKeever and wife, Lucille T. McKeever	511 Sioux Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
13	Blas Estrada and Maria Estrada	323 El Dorado Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
14	Cesar Amauri Zecca and wife, Leticia Zecca	315 El Dorado Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
15	Modesto Martinez III	5076 Crested Hill Dr, Pueblo CO. 81008	A 10.0-acre Tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
16	Arthur W. Klang, Jr., and Marchea E. Klang, Trustees under the Arthur W. Klang, Jr. and Marchea E. Klang Trust.	3001 W. Rollins Rd. Columbiam. MO 65203-0731	The West one half (1/2) of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
17	Maria del Refugio Zapata	P.O. Box 303 Alamo, Tx. 78516-0303	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
18	Rolando Basaldua and wife, Sandra S. Basaldua	304 Sioux Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
19	Juan Carlos Briseño and wife, Dora E. Briseño	308 W. Salazar, San Juan, Tx. 78589	The East one half (1/2) of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
20	Maria Ilda Avila	2401 W. Moorefield Rd., Mission, Tx 78572	A 0.183-acre tract out of a 5.0-acre tract out of Lot 13, Blk 45, Alamo Land & Sugar Co. Subd.	X		2752

R. Gutierrez Engineering Corporation

October 19, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 27 parcels and have submitted them to the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: October 20, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	10/19/2009	Invoice No. 2752
1	10/19/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
OCT 20 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 620344
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # C-08-381-09-16
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Ave.
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$21,500.00
1	Each	Topographic and Boundary Surveying		
		9-1339-431-00-122-039-0-711	$15,000.00	$15,000.00
		9-1339-731-00-122-039-0-733	$25,000.00	$25,000.00
		AFTER APPROVAL PLEASE SEND TO AUDITORS' OFFICE ATTENTION LUPITA GARZA		
		Correction from original submitted on 10/06/2009		
		Amount of Increase Request		$40,000.00
		TOTAL AMOUNT		***$61,500.00***

Account Number: ***9-1339-431-00-122-039-0-XXX***

Reason: Increase needed to cover the parcels and surveys needed for the continuation of Cesar Chavez Drainage Project.

Authorization: _____ October 21, 2009
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 620344
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # C-08-381-09-16
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Ave.
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$21,500.00
1	Each	Topographic and Boundary Surveying		
		9-1339-431-00-122-039-0-711	$25,000.00	$25,000.00
		9-1339-731-00-122-039-0-733	$0.00	$0.00
		AFTER APPROVAL PLEASE SEND TO AUDITORS' OFFICE ATTENTION LUPITA GARZA **Inter-Departmental Transfer approved on 10/06/2009 AI-17793**	VOID	
		Amount of Increase Request		$25,000.00
		TOTAL AMOUNT		***$46,500.00***

Account Number: ***9-1339-431-00-122-039-0-XXX***

Reason: Increase needed to cover the parcels and surveys needed for the continuation of Cesar Chavez Drainage Project. **(Cover invoices on Commissioners' Court Agenda meeting for 10/06/2009 AI-17796)**

Authorization: _____ October 6, 2009
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

10/19/09 has yet to be processed.

dlov

AI-18198 **23.B.1.**

Pct 1-Amendment to WA#5-Dos Land Surveying-C-08-225-09-09
CC REGULAR

Date:	10/27/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting "Amendment" to correct Work Authorization #5's, Exhibit "C"- Work Schedule to reflect timeline as stated on the Work Authorization, Part 5.-Service of Period (upon completion of scopes of the work) submitted by Dos Land Surveying, LLC in connection to contract no. C-08-225-09-09 for Professional Surveying Services (20 Miles of Drainage Ditch located in Precinct No. 1).

BACKGROUND

Amendment to Work Authorizatioin #5
Request from Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-056-0-733

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

BUDGETARY IMPACT:

Amount available for PO #619537 $770,000.00 for Dos Land Surveing as of 10-23-09 in relation to WA #5 for Phase I of 20 Miles of Drainage Ditch of 80.25 Miles.

Attachments

Link: Amendment to WA#5-Dos Land Surveying

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2009 12:16 PM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 01:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/23/2009 01:33 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Letty Saenz Started On: 10/22/2009 05:11 PM

Final Approval Date: 10/23/2009

HIDALGO COUNTY

Professional Surveying Services
Contract # C-08-225-09-09
Work Authorization Form

AMENDMENT to WORK AUTHORIZATION NO. 5

THIS *Amendment to Work Authorization No. 5* is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Dos Land Surveying, LLC"**, professional surveyor of Weslaco, Texas, hereinafter called **"Surveyor".**

PART 1. SCOPE OF WORK

The purpose of this ***Amendment to Work Authorization No.5*** is for the **Surveyor** to provide **20 Miles of Drainage Ditch located in Hidalgo County Precinct No. 1**

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Surveyor*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this ***Amendment to Work Authorization No. 5*** is **$770,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this ***Amendment to Work Authorization No. 5*** shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This ***Amendment to Work Authorization No. 5*** shall be funded through funding source:
Account No. **9-1339-431-00-121-056-0-733**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This ***Amendment to Work Authorization No. 5*** shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

EXHIBIT "C"

Professional Surveying Services
Contract # C-08-225-09-09

Amendment to
Work Authorization No. 5

Work Schedule

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

The Surveyor shall provide the deliverables for this project as follows:

- UPON COMPLETION OF SCOPE OF THE WORK

EXHIBIT "D"

Professional Surveying Services
Contract # C-08-225-09-09

Amendment to
Work Authorization No. 5

Surveyor's Hourly Rates

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

1. Reg. Public Land Surveyor	$ 168.00
2. Party Chief	$ 126.00
3. Survey Crew (2 person)	$ 117.97
4. Survey Technician	$ 68.20
5. CADD	$ 81.90

EXHIBIT "E"

Professional Surveying Services
Contract # C-08-225-09-09

Amendment to
Work Authorization No. 5

Project: Hidalgo County Precinct No. 1 Survey Approximately 20 Miles of Drainage Ditch Located in Hidalgo County Precinct No. 1

Fee Breakdown

1. Right of Way Parcels (308 estimated parcels) @ $2,500.00	=	$ 770,000.00
Total fee:		$ 770,000.00

Leticia Saenz

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, October 21, 2009 10:21 AM
To: 'Leticia Saenz'
Subject: FW: Amended Work Authorization # 5
Attachments: Amended Work Authorization #5 (1).doc

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

See attached...Letty, please review and advise if this is proper in order to get placed on the agenda for approval..

From: Tina Buchanan [mailto:tinabuchanan@doslandsurveying.com]
Sent: Tuesday, October 20, 2009 10:48 AM
To: noe.montez@co.hidalgo.tx.us
Cc: ericybarra@doslandsurveying.com
Subject: Amended Work Authorization # 5

Mr. Montez,

Attached is the Amended Work Authorization No. 5 with Exhibits.
If you should have any questions, please do not hesitate to give me a call.

Sincerely ,

Tina Buchanan
Dos Land Surveying
212 W, 3rd Street
Weslaco, Texas 78596
Office No. 956-797-4601
Fax No. 956-797-4630

AI-18183 **23.C.1.**

Requesting for Approval of On Call Professional Engineering Contract with R. Gutierrez Engineering

CC REGULAR

Date:	10/27/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with R. Gutierrez Engineering Corporation for, "Various Projects" for Precinct No. 2 as approved for negotiations on CC 09/22/09.

BACKGROUND

On call engineering services for a period of one year beginning on the effective date of the agreement.

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 $31,336.22 as of 10/23/09.

Ref: AI-17591 CC 09/22/09.

Attachments

Link: Draft contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2009 10:35 AM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 10:43 AM	APRV
3	Roland Garcia	Rolando Garcia	10/23/2009 11:35 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Rocio Villarreal Started On: 10/22/2009 02:58 PM

Final Approval Date: 10/23/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-419-10-27

THIS AGREEMENT is made, entered into and executed as of the **27th** day of **October, 2008** by and between the **COUNTY OF HIDALGO,** acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation, a Texas Corporation,** professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

WHEREAS, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

ARTICLE 1. Employment of Engineer. Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a

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"Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which Engineer shall perform with respect to Projects assigned to it are as stated in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, and in the sections to follow. Upon assignment of a Project to Engineer, Engineer and Owner agree to execute a Work Order in substantially the form contained in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, which form shall set forth the specific scope of Engineer's services to be performed in connection with such Project. Owner agrees to pay Engineer compensation as stated herein in exchange for such services.

ARTICLE 2. NON-EXCLUSIVE SERVICES OF ENGINEER. Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. SCOPE OF SERVICES. The Engineer's services, as more fully described generally in **Exhibit "A"**, and specifically in each Work Order, shall be divided into the following phases, and compensation of the Engineer based on completion of the milestones specified for such phase:

A. Preliminary Phase:

A specific description of the services to be rendered by the Engineer in the Preliminary Phase is included in **Exhibit "A".**

B. Design Phase:

A specific description of the services to be rendered by the Engineer in the Design Phase is included in **Exhibit "A".**

C. Construction Phase:

A specific description of the services to be rendered by the Engineer in the Construction

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Phase included in **Exhibit "A".**

ARTICLE 4. Period of Service. The services called for in Article 2A (Preliminary Phase) of this Agreement shall be completed and the report submitted immediately following the receipt by the Engineer of notice to proceed for a Project.

After receipt from the Owner of acceptance of the preliminary study and report for a project indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Engineer will proceed with the performance of the services called for in Article 2.B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for construction of the Project. Engineer will, upon the execution of a work order for a Project, proceed to obtain all necessary permits and prepare any applications or studies which Owner may need to submit to any federal, state or local authority in order to comply with any laws, regulations, ordinances, building codes and/or guidelines.

Following the award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Article 2.C (Construction Phase) of this Agreement.

This Agreement shall remain in force, with respect to any particular Project, (1) for a period which may reasonably be required for the design, award of contracts, construction each Project, and supervision of the initial operation of each Project, including extra work and any required extensions thereto; or (2) for a period of 12 months after the completion of the services for each Project called for either in Section 2.A (Preliminary Phase) or B (Design Phase), which ever may be pertinent, in case construction is not commenced. The final acceptance by the Owner of each construction contract in each Project shall serve as evidence of completion, on the part of the

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Engineer, of all services under this Agreement insofar as they pertain to that section of each Project.

ARTICLE 5. Coordination with the Owner. The Engineer shall hold conferences with the Owner, or his representatives as often as necessary, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with Owner's current policies and standards. To implement this coordination, the Owner shall make available to the Engineer for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

ARTICLE 6A. Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design

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Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

B. Services Not Included in Above Fees: The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:

SPECIAL SERVICE

1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.

2. Services of resident engineer or inspector if required by Owner.

3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.

4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.

5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.

6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.

7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.

8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.

9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.

10. Detailed construction staking and project administration for projects as requested by the owner.

Basis of Compensation

1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.

3. Salary cost plus 10% and reimbursement for

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direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

4. At rates authorized by Hidalgo County for its County Officials.

5. At rates authorized by Hidalgo County for its County Officials.

6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

7. (1) Furnished directly by Owner or (2) By Engineer at negotiated fee or salary cost plus 10% and reimbursement for direct non-labor expense or subcontract expense at invoice cost plus a 10% service charge.

8. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

9. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

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Payments to the Engineer for authorized services not at the percentage fees will be made in accordance with the terms and provisions of Article 8 hereof, by the Owner, upon presentation of monthly statements by the Engineer of such services.

ARTICLE 7. Revision to Drawings and Specifications. The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents which do not concern reducing expenses to allow the Project's cost to be within the amount estimated by Engineer, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the fee stipulated in Article 5B this Agreement.

Compensation for such extra services shall be determined in accordance with Article 5B. Notwithstanding any provision herein to the contrary, in the event it is necessary for Owner to require changes in the final plan of the Project to enable it to reduce the cost of a Project to an amount within the sum estimated by Engineer, Engineer will make such revisions or changes without charge to Owner.

ARTICLE 8. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Owner, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 19, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Owner with one complete set of reproducible record prints. Additional prints shall be furnished, as an additional service, at any other time requested by Owner. All such reproductions shall be the property of the Owner who may use them without Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

ARTICLE 9. Payment. Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Engineer's services rendered, together with a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of Owner meets approving such payment, the Owner shall make payment to

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Engineer in the amount approved as aforesaid subject to Article 8.4 below.

9.2 **Final Payment**. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due ("Final Payment") under such Final Request in accordance with the provisions of Article 8.1.

9.3 **The Final Request for Payment** shall not be made until Engineer delivers to Owner an affidavit that so far as Engineer has knowledge or information any and all amounts due for materials and services over which Engineer has control have been paid.

9.4 **Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 8.1 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

(1) Engineer is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to Engineer's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Engineer's services which were performed in accordance with this Agreement;

(3) Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Engineer's services for which Owner has made payment to Engineer;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the

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Engineer's services in accordance with this Agreement, no additional payments will be due Engineer hereunder unless and until Engineer, at its sole cost, performs a sufficient portion of the Engineer's services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Engineer's services.

9.5 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Engineer's services to which such partial payment related or relieves Engineer of any of its obligations hereunder with respect thereto.

9.6 Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Engineer's services.

9.7 **Waiver.** The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from **(1)** faulty or defective services of Engineer appearing after completion of the Project, **(2)** failure of Engineer's services to comply with the requirements of this Agreement or any contracts or agreements related to the Project, or **(3)** terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for payment.

ARTICLE 10. Discounts, Rebates, Refunds. In connection with procurement services rendered by Engineer, if procurement services are required of Engineer in **Exhibit "A"**, all discounts, rebates and refunds shall accrue to Owner. For some purchases, Engineer may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, Engineer shall promptly notify Owner so that a course of action may be mutually agreed upon by Owner and Engineer.

ARTICLE 11. Records, Accounting, Inspection. Engineer shall keep full and detailed

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records and accounts in a manner approved by Owner. Engineer shall afford Owner's authorized personnel and independent auditors, if any, full access to the work performed by Engineer regarding the Project and to all of Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and Engineer shall preserve all such records for three (3) years after final payment. Engineer shall deliver to Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of Owner.

ARTICLE 12. Subcontracting and Assignment. This Agreement may not be assigned or encumbered by Engineer nor may Engineer subcontract any work hereunder in whole or in part, unless written permission is first obtained from Owner except as provided in **Exhibit "A".** Owner shall have the right to approve any of Engineer's subcontracts of any portions of the work hereunder as Owner may deem advisable. Engineer will bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to such subcontractors.

ARTICLE 13. Patents. Engineer shall indemnify and save Owner harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by Engineer or from the use of any process designed by Engineer or effected by said apparatus or equipment, and Engineer shall indemnify and save Owner harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that Owner shall promptly transmit to Engineer all papers served on Owner in any suit involving such claim of infringement, and provided further, that Owner permits Engineer to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, Engineer shall refund the purchase price thereof in proportion to the length of service

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uncompleted, the life of such apparatus or equipment being assumed as five years.

Engineer hereby grants to Owner a non-exclusive, royalty-free license under patents now or hereafter owned by Engineer covering any machines, apparatus, processes, articles, or products included in Engineer's work hereunder.

ARTICLE 14. Confidential Information, Inventions and Other Restrictions.

(a) Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of Owner, or any other confidential information given to Engineer by any of Owner's commissioners, elected officials, employees, or representatives or acquired by Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in Engineer's possession prior to such disclosure to Engineer by Owner or which is or shall lawfully be published or become part of general knowledge from sources other than Engineer or which otherwise shall lawfully become available to Engineer from a source other than Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of Owner if necessary to perform the work hereunder. Engineer shall, however, inform each of its employees who receive such information of these restrictions and Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to Owner, effectuating the purposes of this Article.

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(b) Engineer shall communicate to Owner at once, and require Engineer's employees assigned to this Project to communicate to Owner all inventions and improvements which any of Engineer's employees, either alone or in conjunction with any of Owner's employees may conceive, make or discover during the course of or as a result of work on this Project under this or any ensuing agreement with Owner that relates to the processes, products, compositions, machinery or plants of Owner, or relating in any way to any of the operations in which Owner has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of Owner without any obligation on its part to make any payment therefor in addition to any sums which Owner may be obligated to pay to Engineer as compensation for services rendered by Engineer under contract with Owner. Engineer shall require its employees to execute patent applications and assignments thereof to Owner or its nominees, and powers of attorney relating thereto for any county Owner may designate, and shall take all other actions as Owner may request to maintain and protect such inventions and improvements. Owner shall pay all costs or charges incurred in protecting such inventions and improvements if Owner desires to protect them. Before assigning any of Engineer's employees to work under any contract with Owner concerning this Project, Engineer shall obtain from them agreements satisfactory to Owner effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this Article 13 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 15. Warranties.

(a) Engineer warrants that engineering design work performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, Owner and

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Engineer agree and acknowledge that Owner is entering into this Agreement in reliance on Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Engineer covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Engineer shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

(d) The Engineer represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent

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Engineer having such special skills could anticipate may arise from the proper use of the Project after acceptance by Owner; as the design professional, it has some measure of control over any such dangerous conditions; it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after acceptance by Owner; and, it recognizes that any commissioners, elected officials, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(e) Engineer represents, covenants and agrees that its drawings and specifications of the Project (the "Project Drawings") will be accurate and free from any material errors and the shop drawings that Engineer shall approve will be accurate and free from any material errors relating to design intent. Engineer additionally represents, covenants, and agrees to the following: that the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Project Drawings; that the result of the Project Drawings, if built in accordance therewith, will be suitable for purposes for which the Project is designed; that the result of Engineer's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for its intended purpose. The Engineer's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Project Drawings nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Engineer's skill and knowledge in preparing the Project Drawings.

In connection with Engineer's performance of procurement services hereunder, if any, Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit Owner.

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ARTICLE 16. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of Engineer's services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Engineer shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

ARTICLE 17. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 15 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

ARTICLE 18. Insurance.

(a) Engineer shall comply with the insurance obligations set forth in **Exhibit "C"** entitled **"Insurance to be Carried by Engineer"**, attached hereto and incorporated in the Agreement.

(b) Engineer currently maintains a general and professional liability insurance policy to cover

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the liability of Engineer connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding $1,000,000.00 and Engineer covenants and agrees to use its best efforts to obtain renewals of such policy until one (1) year following date of the acceptance of the Project by the Owner. Engineer agrees to furnish Owner certificates of the insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

ARTICLE 19. Notices. All notices hereunder shall be deemed to be made properly if sent by mail to Engineer at 130 East Park Avenue, Pharr, Texas 78577 and to County at 100 E. Cano, Edinburg, Texas 78539. The address may be changed by either party by similar notice. Notice so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's Engineer, as appropriate.

ARTICLE 20. Termination. The Owner may terminate this Agreement at any time by a 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 be relieved of any further obligation under the Agreement, and shall cancel promptly all existing orders and contracts, except the construction contract and other orders and contracts which Owner may designate in the notice, insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Owner shall then approve all or the portion of the services which Owner may consider appropriate under the circumstances. Owner shall then pay Engineer promptly that proportion of the prescribed fee which the services actually performed under this Agreement as determined by Owner bear to the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement

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shall be delivered to the Owner when and if this Agreement is terminated.

ARTICLE 21. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between Engineer and Owner relating to the work herein described. There are no previous or contemporary representations or warranties of Owner or Engineer not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on Owner unless in writing and executed by an officer or employee of Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of Owner thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair Owner's rights with respect to any liabilities, whether or not liquidated, of Engineer to Owner theretofore accrued.

(e) All rights and remedies of Owner specified in this Agreement are in addition to Owner's other rights and remedies.

(f) Engineer shall remain an independent contractor and shall have no power, nor shall Engineer represent that Engineer has any power, to bind Owner or to assume or to create any obligation express or implied on behalf of Owner except as specifically authorized in advance by the Owner.

(g) The Agreement shall be construed under the laws of the State of Texas and is perform able in Hidalgo County, Texas.

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IN WITNESS WHEREOF, the Engineer and the Owner have caused this Contract to be executed as of the day and year first above written.

ENGINEER:
R. Gutierrez Engineering Corporation
By:_____
Printed Name::_____

Title:_____

OWNER:
COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court October 27, 2009

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

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EXHIBIT "A"
SCOPES OF SERVICES

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EXHIBIT "A"
SCOPE OF SERVICES

The services to be provide by the ENGINEER in developing these Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.

(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.

(3) Provide environmental studies as may be necessary to complete a project.

(4) Provide for the surveying services necessary to determine and stake out the existing right-of-way, to obtain the existing topography and x-sections of the project and to provide the necessary mapping and plotting of the existing field conditions.

(5) Provide for the preparation of a project right-of-way map where right-of-way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.

(6) Provide for the preparation of a subdivision plat by preparing the City or County applications for the subdivision, preparing a preliminary layout of the subdivision plat, preparing a preliminary utility (water, sanitary sewer, and drainage) plan to serve the site, preparing a drainage report for the subdivision plat approval, attending meetings with Planning and Zoning and City Commission as necessary to obtain preliminary plat approval, preparing final subdivision layout of the subdivision plat, submitting plat to review agencies for final plat approval processing, addressing and responding to comments from the City from the preliminary plat review, attending public meetings as necessary for Final Plat Approval.

(6) Based on the geotechnical investigation and surveying services, prepare a preliminary engineering study and report on the Project, in sufficient detail to clearly indicate the problems involved and the alternate solutions available to the OWNER; to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the ENGINEER's recommendations.

(7) As may be required, comply and receive the Owner's and the funding agencies approval on all work.

(8) Provide the OWNER 5 copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

(9) Obtain the OWNER'S approval of the work of the Preliminary Phase before proceeding with the next phase.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining completed design work activities.
(2) Perform any additional surveying services necessary to collect information required in the design of the Project.
(3) Plot field data and other survey information for the design of the Project.
(4) Prepare detailed plans specifications, contract documents and drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
(5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(6) Develop preliminary and final plans for on-site subdivision improvements (water, sanitary sewer, and drainage). Develop preliminary and final paving and grading plans. Submit plans to respective public entities for review and comment. Address any comments from respective public entities and obtain approvals. Prepare specifications and final cost estimate of proposed subdivision improvements. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(7) Furnish the OWNER all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.
(8) Assist the OWNER in the advertisement of the Project for bids.
(9) Assist the OWNER in the opening and tabulation of bids for construction on the Project, and recommend to the OWNER as to the proper action on all proposals received.
(10) Assist in the preparation of formal contract documents for the award of contracts.
(11) Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which OWNER may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The ENGINEER shall consult and advise OWNER and act as OWNER's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of ENGINEER as assigned in the General Conditions of the

Construction Contract shall not be modified, except as ENGINEER may otherwise agree in writing.

(2) The ENGINEER shall provide administration of authorized construction (as distinguished from the inspection of a resident engineer continuously at the site of the Project), including visits of the ENGINEER or a competent representative of the ENGINEER to the site of construction at least three times per week. In the administration of the Project, the ENGINEER will use his best efforts to protect the OWNER against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify OWNER of any such defect and take all steps possible to require Contractor to correct the deficiency.

(3) Provide for all field surveys and field layouts to establish right-of-way and vertical and horizontal control for construction.

(4) Provide for detailed construction staking, at OWNER's expense.

(5) Consult and advise with the OWNER during construction.

(6) Furnish the services of a resident engineer and inspectors if OWNER requests ENGINEER to do so, for continuous on-the-site inspection of construction, at OWNER's expense.

(7) Submit a written monthly report to the OWNER that outlines the progress in a form and manner satisfactory to the OWNER.

(8) Check shop or working drawings furnished by Contractors.

(9) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(10) Prepare monthly and final estimates for payments to contractors, and furnish to the OWNER any necessary certifications as to payments to contractors and suppliers. Retainage is to be withheld from all payments on construction contracts until final acceptance by OWNER.

(11) Prepare, explain and submit proposed contract change orders when applicable.

(12) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(13) Perform, in company with the OWNER's representatives, a final inspection of the Project.

(14) Revise contract drawings to show the work as actually constructed and furnish the OWNER with 5 sets of prints.

EXHIBIT "B"
WORK AUTHORIZATION

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HIDALGO COUNTY

Professional Engineering Services
Contract #
Work Authorization/ Work Order Form

WORK AUTHORIZATION/ORDER NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Engineer** is identified in ***Attachment A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***Attachment "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **Attachment "D"**.

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
(INSERT NAME OF COMPANY)

_____
By: (TYPE NAME) _____

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Eddy Trevino, 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 "C"
INSURANCE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 12/10/2008

PRODUCER
Valley Insurance Providers
PO Drawer 3783
McAllen TX 78502

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
R GUTIERREZ ENGINEERING CORP.
130 E. Park
Pharr TX 78577

INSURERS AFFORDING COVERAGE

INSURER A:	ZURICH NORTH AMERICA INSURANCE COMPANY
INSURER B:	ZURICH NORTH AMERICA INSURANCE COMPANY
INSURER C:	ASSOCIATED INTERNATIONAL INS. COMPANY
INSURER D:	THE HARTFORD INSURANCE
INSURER E:	LANDMARK AMERICAN INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
X	COMMERCIAL GENERAL LIABILITY	PAS 42735911	11/05/2008	11/05/2009	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE [X] OCCUR				FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ 10,000
					PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
X	POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY					
	ANY AUTO	001287350-01	11/05/2008	11/05/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS					
X	SCHEDULED AUTOS				BODILY INJURY (Per person)	$
X	HIRED AUTOS					
X	NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY					
	ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY					
X	OCCUR [ ] CLAIMS MADE	CUBW2534508	11/05/2008	11/05/2009	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
	DEDUCTIBLE					$
X	RETENTION $ 10,000					$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6SWEPK3153	11/05/2008	11/05/2009	WC STATU-TORY LIMITS [X] OTH-ER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	OTHER PROFESSIONAL CLAIMS MADE FORM	LHR719734	11/05/2008	11/05/2009	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
					LIMIT: $1,000,000 DEDUCTIBLE $5,000 APPLIES TO INDEMNITY AND EXPENSE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

MAR 25 2009 10:43am

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 South Hwy 281
Edinburg TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 6 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
VALLEY INSURANCE PROVIDERS

© ACORD CORPORATION 1988

AI-18180 **23.C.2.**

Requesting Approval for Work Authorization No. 6& Work Authorization No. 7 with Millennium Engineering

CC REGULAR

Date:	10/27/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Acceptance, and approval of Work Authorization No. 6 (with a proposed fee of $24,625.30) for the provision of professional construction materials testing services for both the: "Civil Site Work for New Hidalgo County Pct. #2 Administative Offices Complex" and Work Authorization No. 7 (with a proposed fee of $39,856.50) and for the: New Hidalgo County Pct. #2 Administrative Offices Complex" with Millennium Engineers Group through contract #C-08-316-10-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Y

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

BUDGETARY IMPACT:

Accounts Provided by Precicnt No. 2 staff.
9-1334-415-15-122-042-0-720 TAX OFFICE
9-1334-431-00-122-021-0-720 PCT 2 ADM OFFICE
9-1334-441-00-122-041-0-720 HEALTH CLINIC OFFICE
9-1334-441-00-122-041-0-720 WIC CLINIC OFFICE
9-1336-412-00-122-043-0-720 JP'S/CONSTABLE OFFICE

Attachments

Link: WA 6

Link: WA 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2009 02:54 PM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 03:25 PM	APRV
3	Roland Garcia	Rolando Garcia	10/23/2009 10:15 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW
Form Started By: Rocio Villarreal			Started On: 10/22/2009 01:58 PM	

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Testing Engineering Services for Civil Site Work for New Hidalgo County Pct 2 Administration Buildings in Pharr, 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 **$24,625.30**
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. **6** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

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** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 6**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.
(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
8/26/2009	09-162

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Atterberg Limits	5	59.00	295.00
Sieve Analysis	1	50.00	50.00
Standard Proctor	5	175.00	875.00
Field Density (Soils)	203	22.00	4,466.00
Depth/Thickness Determination	0	6.00	0.00
Wet Ball Mill	1	175.00	175.00
Extraction, Grad. and % Asphalt	2	225.00	450.00
Asphalt Cores	24	55.00	1,320.00
Asphalt Core Thickness	0	15.00	0.00
Bituminous Mix Theoretical SPG	2	55.00	110.00
Lab Density	2	60.00	120.00
Asphalt Density (In-Place, Nuclear)	6	22.00	132.00
Asphalt Density (In-Place, Cores)	24	15.95	382.80
Hveem Stability	2	105.00	210.00
Air Content (Pressure)	7	20.00	140.00
Concrete Specimen (Compression)	28	16.00	448.00
Vehicle Charge	70	35.00	2,450.00
Engr. Technician	135	40.00	5,400.00
Engr. Technician (Concrete)	17.5	43.00	752.50
Engr. Technician (Asphalt)	13	43.00	559.00
Engineer	5	125.00	625.00
Test Report	84	30.00	2,520.00
Clerical and Administrative	25	40.00	1,000.00
Project Management & Coordination	33	65.00	2,145.00

Helping to Build the Rio Grande Valley

Total $24,625.30

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for New Hidalgo County Pct 2 Administration Buildings in Pharr, 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 **$39,856.50**
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. 7 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

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** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.** 7

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
8/18/2009	09-163

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Atterberg Limits	8	59.00	472.00
Sieve Analysis	0	50.00	0.00
Standard Proctor	8	175.00	1,400.00
Field Density (Soils)	275	22.00	6,050.00
Depth/Thickness Determination	0	6.00	0.00
Wet Ball Mill	0	175.00	0.00
Extraction, Grad. and % Asphalt	0	225.00	0.00
Asphalt Cores	0	55.00	0.00
Asphalt Core Thickness	0	15.00	0.00
Bituminous Mix Theoretical SPG	0	55.00	0.00
Lab Density	0	60.00	0.00
Asphalt Density (In-Place, Nuclear)	0	22.00	0.00
Asphalt Density (In-Place, Cores)	0	15.95	0.00
Air Content (Pressure)	16	20.00	320.00
Concrete Specimen (Compression)	64	16.00	1,024.00
Grout Prism (Compression)	96	20.00	1,920.00
Mortar Prism (Compression)	72	20.00	1,440.00
Vehicle Charge	102	35.00	3,570.00
Engr. Technician	102	40.00	4,080.00
Engr. Technician (Concrete)	91	43.00	3,913.00
Engr. Technician (Concrete)(OT)	15	64.50	967.50
Engr. Technician (Asphalt)	0	43.00	0.00
Senior Engr. Techncian	10	48.00	480.00
Principal Engineer	9	125.00	1,125.00
Certified Welding Inspector	22	85.00	1,870.00
Test Report	198	30.00	5,940.00
Clerical and Administrative	59	40.00	2,360.00
Project Management & Coordination	45	65.00	2,925.00

Helping to Build the Rio Grande Valley

Total $39,856.50

AI-18168 **23.D.1.**

Requesting approval of Work Authorization No. 6 for Javier Hinojosa Engineering

CC REGULAR

Date:	10/27/2009
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. 6 (with an estimated cost of $49,311.15) with Javier Hinojosa Engineering to provide engineering services for the "Drainage Improvements along Stewart Road from the Mile 5 3/4 line north Approx 3,000 LF to the County's drainage ditch for the Val Verde Acres Subd. and Citrus Shadow Subd." Contract No. C-08-505-01-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-078-0-733

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

BUDGETARY IMPACT:

Pending approval of transfer on 10/27/09 CC of $350,000.00.
Refer to AI - 18136.

Attachments

Link: WA 6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2009 01:24 PM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 02:00 PM	APRV
3	Perla Lopez	Perla Lopez	10/22/2009 02:26 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Rocio Villarreal Started On: 10/22/2009 08:54 AM

Final Approval Date: 10/23/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **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 the plans, specifications and construction staking for the drainage improvements along Stewart Road from Mile 5 ¾ north approximately 3,000 LF to the County's drainage ditch for the Val Verde Acres Subdivision and Citrus Shadow Subdivision**

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 **$49,311.15**. 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. **6** shall be funded through funding source:
Account No. 4-1339-431-00-123-0 10-133
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. **6**.

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

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
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"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
Stewart Road Outfall (Val Verde Acres Subdivision and Citrus Shadow Subdivision)
Prepared By: Javier Hinojosa Engineering
October 19, 2009

A. Stewart Road Drainage Outfall - Citrus Shadow Subdivision North to Drain Ditch

1. 42" RCP Pipe	1,350	LF	@	$65.00	=	$87,750.00
2. 36" RC Pipe	1,270	LF	@	$55.00	=	$69,850.00
3. 30" RCP Pipe	350	LF	@	$45.00	=	$15,750.00
4. 18" RCP Pipe	1,300	LF	@	$35.00	=	$45,500.00
5. Trench Protection	3,970	LF	@	$4.00	=	$15,880.00
6. Grate Inlet	14	EA	@	$4,000.00	=	$56,000.00
7. 5' Dia. Manhole	4	EA	@	$4,000.00	=	$16,000.00
8. Waterline Adjustments	6	EA	@	$5,000.00	=	$30,000.00
9. Water Service Adjustments	5	EA	@	$1,000.00	=	$5,000.00
10. Irrigation Adjustments	2	EA	@	$10,000.00	=	$20,000.00
11. Down Drain	1	EA	@	$5,000.00	=	$5,000.00
12. Traffic Control	Lump Sum		@	$10,000.00	=	$10,000.00
13. Pavement Repair	3,000	LF	@	$10.00	=	$30,000.00
14. 1 1/2" Overlay (Stewart Road)	7,400	SY	@	$8.50	=	$62,900.00

Subtotal	:	**$469,630.00**
Engineering Design Fee	:	**$49,311.15**
Laboratory Testing	:	**$12,000.00**
Contingency (10%)	:	**$46,963.00**
Total	:	**$577,904.15**

AI-18204 **23.E.1.**

Authorization to Purchase Heavy Equipment for Pct #4 San Carlos Drainage Improvement Project

CC REGULAR

Date:	10/27/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to purchase the heavy machinery and/or equipment detailed herein from the following awarded vendors through Hidalgo County's participation/memberships with:

a. Acceptance and approval of proposal from Holt Cat, Weslaco, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for Two (2) New Caterpillar 345DL Excavators in with a total of **$689,000.00** which includes, but is not limited to, the Buyboard pricing, fees, delivery and extended warranty-Project #2009-452-OGG;

b. Acceptance and approval of proposal received from Romco Equipment Co. awarded vendor through Hidalgo County's participation/membership with TXMAS-#7-23V010 for Two (2) New Volvo EC460CLC Excavators with a total amount of **$660,870.00** which includes, but is not limited to, fees, delivery and extended warranty-Project #2009-451-OGG;

c. Acceptance and approval of proposal(s) received from John Deere Company, Weslaco TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08 to purchase the following:

1. Two (2) JD 6330 Utility Tractors @ $41,778.92 ea ------Total= **$83,557.84**-Project #2009-450-OGG;

2. Two (2) JD 6330 Utility Tractors @ $81,599.00 Diamond Boom Mower 25'; 60" Head w/Tramp Door; Rear Cradle Mount w/Joy Stick Controls and any other appurtenance------Total= **$163,198.00-**Project #2009-449-OGG; which includes pricing, fees, delivery and warrranty (if applicable).

BACKGROUND

As per discussion with Budget & Mgmt, Sergio Cruz and Pct #4 Commissioner Oscar Garza Jr. proposed purchase for Heavy Equipment for use at San Carlos Drainage Improvements is $1,596.625.84.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** New CO Issuance (1341)

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

BUDGETARY IMPACT:

Funding is pending appropriation. Please see AI-18200.

Attachments

Link: DIP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2009 01:51 PM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 01:54 PM	APRV
3	Dale Kennan	Dale Kennan	10/23/2009 02:26 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Oscar Garza Started On: 10/23/2009 10:37 AM

Final Approval Date: 10/23/2009

JOHN DEERE COMPANY
GOVERNMENTAL & NATIONAL SALES CONTRACT QUOTE WORKSHEET
TASBY / BUYBOARD

JOHN DEERE

JOHN DEERE

AGENCY INFORMATION

Bill to: Hidalgo Co. PCT #4	Ship to: BARBEE NEUHAUS IMPLEMENT COMPANY
Address:	Address: 2000 E. EXPRESSWAY 83
City, State, Zip:	City, State, Zip: WESLACO, TEXAS 78596
Contact Name: George Guerra	Contact Name: R.D. MACHEN
Phone: 318-2626	Phone: 956-968-7502

VENDOR	C&CE Equipment John Deere Company 2000 John Deere Run Cary, NC 27513 Phone: (800) 535-2967 Fax: (919) 804-2485	DELIVERING DEALER Dealer: Neuhaus & C0 Acct # 90400891 City/State: WESLACO, TEXAS Phone: 956-968-7502 Contact: R.D. MACHEN

Contract #_____ 292-08
Price Effective Date 10-01-09 Good for 30 days

List and price all codes, bundles and part numbers required.

Equipment Codes	Description	Factory Inv /Order #	Qty	List Price	Total List Price
3122R	6330 Utility Tractor		1		$ 59,044.00
150	Standard Cab		1		$ -
200	2WD Front Axle		1		$ (7,021.00)
610	Tractor Package		1		$ (250.00)
1288	18.4R34 R1 Rear Tires		1		$ -
4782	10.00-16 F2 Front Tires		1		$ (1,795.00)
7073	16/16 Power Reverser Trans.		1		$ 3,381.00
7102	540/1000 PTO		1		$ 629.00
7152	Adjustable rear wheels		1		$ -
7452	Vertical exhaust		1		$ -
7662	Air comfort seat		1		$ 778.00
8810	ICV 2 function		1		$ 499.00
9260	2nd Rear SCV		1		$ 890.00
9480	Dual Telescoping links		1		173.00
9988	No Tire Pref.		1		-
	Diamond BoomMower 25"				
	60" Head W Trap Door				
	Rear Cradle Mount				
	W/ JoyStick Controls				
	Equipment Set Up And Deliverd			Total List Price per Unit	$ 56,354.00
				Less Contract Discount	26%
				Discount Amount	$ 14,652.04
				Total Price of John Deere Equipment	$ 41,701.96
	25' 60" Boom Mower		Plus Non-John Deere Equipment - Allied (if applicable)		$ 39,898.00
				Less Trade-in (if applicable)	$ -
				Subtotal	$ -
Municipal Lease? Yes ___ No ___ Contract # _____				Plus Tax: _____% (if applicable)	$ -
Retail Note? Yes ___ No ___ Contract # _____				*Miscellanous Fees, if applicable (JDC)	$ -
*Applicable miscellaneous fees are to be charged to the customer by JDC and can be blended into their payments. This assures that the lease credit to GNS from JDC matches the agency PO amount. If the fees have not been included in the customer's purchase price and financing documents, GNS will debit the dealer for the fees.					QTY X 2
If tax exempt please submit tax exemption certificate with purchase order.				**Total PO Price**	$ 163,198.00
Please submit this form along with the purchase order.					

JOHN DEERE COMPANY
GOVERNMENTAL & NATIONAL SALES CONTRACT QUOTE WORKSHEET

TASBY / BUYBOARD

AGENCY INFORMATION	
Bill to: Hidalgo Co PCT #4	Ship to: Neuhaus & co
Address:	Address: 2000 E. EXPRESSWAY 83
City, State, Zip:	City, State, Zip: WESLACO, TEXAS 78596
Contact Name: George Guerra	Contact Name: R.D. MACHEN
Phone: 318-2626	Phone: 956-968-7502

VENDOR	C&CE Equipment John Deere Company 2000 John Deere Run Cary, NC 27513 Phone: (800) 535-2967 Fax: (919) 804-2485	DELIVERING DEALER Dealer: Neuhaus & C0 Acct # 90400891 City/State: WESLACO, TEXAS Phone: 956-968-7502 Contact: R.D. MACHEN

Contract #_____ 292-08
Price Effective Date 10-06-09 Good for 30 days

List and price all codes, bundles and part numbers required.

Equipment Codes	Description	Factory Inv /Order #	Qty	List Price	Total List Price
3122R	6330 Utility Tractor		1		$ 59,044.00
150	Standard Cab		1		$ -
200	2WD Front Axle		1		$ (7,021.00)
610	Tractor Package		1		$ (250.00)
1288	18.4R34 R1 Rear Tires		1		$ -
4782	10.00-16 F2 Front Tires		1		$ (1,795.00)
7073	16/16 Power Reverser Trans.		1		$ 3,381.00
7102	540/1000 PTO		1		$ 629.00
7152	Adjustable rear wheels		1		$ -
7452	Vertical exhaust		1		$ -
7662	Air comfort seat		1		$ 778.00
8770	Base weight		1		$ 234.00
8850	Tool Box		1		$ 67.00
8890	AC Screen Condenser		1		17.00
9041	Rear work Light		1		94.00
9102	Front and Rear Wipers		1		390.00
9260	2nd Rear SCV		1		890.00
9988	No Tire Pref.		1		-
				Total List Price per Unit	$ 56,458.00
				Less Contract Discount	26%
				Discount Amount	$ 14,679.08
				Total Price of John Deere Equipment	$ 41,778.92
		Plus Non-John Deere Equipment - Allied (if applicable)			
				Less Trade-in (if applicable)	$ -
				Subtotal	$ -
Municipal Lease? Yes ___ No ___ Contract # _____				Plus Tax: _____% (if applicable)	$ -
Retail Note? Yes ___ No ___ Contract # _____				*Miscellanous Fees, if applicable (JDC)	$ -
*Applicable miscellaneous fees are to be charged to the customer by JDC and can be blended into their payments. This assures that the lease credit to GNS from JDC matches the agency PO amount. If the fees have not been included in the customer's purchase price and financing documents, GNS will debit the dealer for the fees.					QTY X 2
If tax exempt please submit tax exemption certificate with purchase order.				**Total PO Price**	**$ 83,557.84**
Please submit this form along with the purchase order.					

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

07/08/2009

HIDALGO COUNTY PCT 4 0562650
1102 N DOOLITTLE RD
EDINBURG 78541-8600

#G11580707

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 345DL EXCAVATOR
MACHINE SPECIFICATIONS

Description

345DL HYD EXCAVATOR DCA-2
BUCKET, 74" 4.04 CYD (GP)
TIP, PENETRATION

QUOTE GRAND TOTAL	**BUYBOARD QUOTE (Contract #269-07)**	**USD $ 344,500**
		X 2
		$ 689,000

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended PREMIER ESC Coverage - 36 Months/7,500 Hours Included in Price

F.O.B./TERMS
DELIVERED

PAYMENT OPTIONS –SEE ATTACHED QUOTES

312 Park Street, Mercedes, TX 78570, Phone: (956)565-0100, Fax: (956)565-1765

Quote No. ES03001395-162 (a)
Date: 10/22/09

Hidalgo County Precinct #4
George Guerra
1102 N. Doolittle
Edinburg, TX. 78541

Mr. Guerra,
ROMCO Equipment Co. is pleased to quote the following equipment for your consideration:

2 - New Volvo EC460CLC Excavator, equipped as follows:

Volvo D12D EAE3 Turbo-Diesel Engine @ 329 HP
Tier III Compliant
36" Track Shoes
23'0" Boom
12'10" Arm
66" (4 cyd) Hensley Bucket
Enclosed Cab w/ A/C & Heater
3 yr./6,000 Hrs. Full Machine Warranty (Included in Price)
All Standard Equipment

TXMAS Contract #7-23V010

TXMAS Sale Price **F.O.B.** Edinburg, TX.....$330,485.00/Each

Total Price for Both Machines.....$660,870.00/Total

Price does not include applicable sales or use taxes and is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, If applicable, to purchase trade-in property described herein.

Quoted By:

Andy Ramos
ROMCO Equipment Co. Sales

AI-18149 **23.F.1.**

Request-Limit Increase-Home Depot Commercial Account
CC REGULAR

Date:	10/27/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Buildings & Grounds

Information

CAPTION

Pursuant to the current Commercial Account Use Policy, consideration, and action on a request by Richard Sunday, Infrastructure Systems Manager, Facilities Management Department to increase the Home Depot Commercial Account limit from $10,000.00 to $15,000.00 inasmuch as current projects require expansion of the limit.

BACKGROUND

Please see attached documents.

Fiscal Impact

Attachments

Link: Increase approval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2009 10:32 AM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 11:12 AM	APRV
3	Olga Garza	Olga Garza	10/22/2009 01:40 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Ovidio Gonzalez — Started On: 10/21/2009 03:23 PM

Final Approval Date: 10/23/2009

From: Valde Guerra [mailto:valde.guerra@co.hidalgo.tx.us]
Sent: Tuesday, October 20, 2009 2:16 PM
To: 'Martha Salazar'
Subject: FW: Home Depot Account

Ok.

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Monday, October 19, 2009 12:37 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: 'Daniel Flores'; ovidio.gonzalez@co.hidalgo.tx.us
Subject: FW: Home Depot Account

Hello Mr. Guerra,
If I understand it correctly, we've already maxed out regarding our annual spending limit with Home Depot.

From what I can gather, it would appear buying materials necessary to make the necessary electrical connections requested by HR at their new Mediplex offices is just one of several examples whereby we'll need additional spending limit increases at Home Depot.

I'm anticipating we'll need to have at least an increase of $5000 in spending limit at Home Depot, bringing our annual spending limit max from $10,000 up to $15,000.
Will you please authorize the annual max. limit increase to $15,000?

Thank you very much.

Rick Sunday, Infrastructure Systems Mgr.
Hidalgo Co. Facilities Mgt. Dept.
Ofc 956-289-7858, Cell 956-457-6116
richard.sunday@co.hidalgo.tx.us

AI-18010 **23.G.1.**

Road & Drainage Construction for Los Castillos Subdivision Award Recommendation (3rd call Pct 1 BCAP Project)

CC REGULAR

Date:	10/27/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.1

Information

CAPTION

Action on a recommendation by project engineer, Izaguirre Engineering Group, LLC to award to the lowest bidder meeting all specifications: IOC Company, LLC in the amount of $45,671.49 for Bid No. CAP-09-209-08-19-YSI “Road & Drainage Construction For Los Castillos Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-423-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for Los Castillos Estates for funding availability as of 10-15-09.

Attachments

Link: tx dot conc castillos

Link: b tab sheet castillos

Link: eng recomnd castillos

Link: c brk down castillos

Link: ai requ 18010

Link: Los Castillos expense report as of 10-15-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:49 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 09:14 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2009 01:33 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Yvette Islas Started On: 10/14/2009 10:32 AM

Final Approval Date: 10/23/2009

Texas Department of Transportation

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

October 1, 2009

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award bids for 3rd-call Border Colonia Access Program Los Castillos project, 3C1080423, to the low bidder, IOC Company, LLC, for a total bid of $45,671.49.

My records indicate that the bid amounts for this allocation project are less than the amounts remaining for drainage, roadway, and total costs, as shown below:

Project	Amount Remaining 10/01/09			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Los Castillos	$0.00	$76,152.53	$76,152.53	$0.00	$45,671.49	$45,671.49

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: AUGUST 19, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD CONSTRUCTION FOR LOS CASTILLO ESTATES SUBDIVISION"

BID NO: CAP-2009-209-08-19-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	IOC Company, LLC	$45,671.49	Bid Bond Included
2.	Asago Construction	$56,931.50	Bid Bond Included
3.	M Construction LTD	$61,033.00 correct amount $61,037.00 read amount	Cashier's Check Included
4.	OG Construction Company, LLC	$63,602.90 correct amount $63,602.00 read amount	Bid Bond Included
5.	Total Commitment, LLC	$55,967.00	Bid Bond Included

IZAGUIRRE
Engineering Group LLC.

September 8, 2009

The Honorable Sylvia Handy
Commissioner, Precinct No.1
The County of Hidalgo, Texas
1902 Joe Stephens Avenue
Weslaco, TX 78596

Re: Award Project Construction
Road and Drainage Construction
Los Castillos Estates
Hidalgo County, Texas
EDAP #: M1080423
Bid No. : CAP-2009-209-08-19-YSI

Dear Sir:

The purpose of this transmittal is to provide my recommendation on award of construction contract concerning the bids received for the above referenced project.

Five bid packages for the project were picked up and five bids were submitted. Bids were opened on Wednesday, August 19, 2009, at 9:30a.m. The tabulation of bids received is attached for your convenience.

The lowest responsive bidder, IOC Company, of Edinburg, Texas, submitted a bid of $45,671.49.

The budget for this project is $59,333.50.

It is hereby recommended that the construction contract for this project be awarded to IOC Company, of Edinburg, Texas, in the amount of $45,671.49.

This issue is hereby respectfully presented to you for consideration of award. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Gilberto A. Gracia

Gilberto A. Gracia, P.E.

GAG/gag
cc: Joseph Palacios, Chief Administrator, Precinct No.1
Agapito Vargas, Director, Border Colonias Access Program

Los Castillos Estates Subdivision
CSJ: 3C1080423
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
251	Rewrk Base Mtrl (DC)(TY "D") (6")	4111	SY	$1.85	$7,605.35
310	Prime Coat (MC-30)	706	GAL	$3.80	$2,682.80
340	Asph Conc ACP Surface (TY "D") (1.5")	3530	SY	$6.16	$21,744.80
506	Temp Sedmt Cont Fence (Install)	60	LF	$0.54	$32.40
506	Temp Sedmt Cont Fence (Remove)	60	LF	$0.54	$32.40
540	Metal Beam Guard Beam Fence	40	SY	$63.53	$2,541.20
666-2012	Refl Pav Mark TY1 (W) 4" (SLD) (100MIL)	2620	SY	$1.36	$3,563.20
666-2105	Refl Pav Mark TY1 (W) 4" (SLD) (100MIL)	350	EA	$1.36	$476.00
2500	EN-1 Treat Sub-Base (DC) (788 CY)	4111	SY	$0.99	$4,069.89
2500	EN-1 Roadbond (788 CY)	23.9	GAL	$122.32	$2,923.45
	Total Roadwork Bid	→			**$45,671.49**

Roadwork Allocation:	$ 59,233.50
25% Transfer Increase	$ -
Contingency Available	$ 12,908.00
Total Allocation, Contingency and Transfer	$ 72,141.50
Low Base Bid Roadwork	$45,671.49
Overrun/Underrun	$26,470.01

ac #

18010

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, October 14, 2009 4:29 PM
To: Yvette, Purchaser
Cc: dina.trevino@co.hidalgo.tx.us; joseph.palacios@co.hidalgo.tx.us; John Paul Lugo; Marcie Jackson; 'Katia Garcia'; Valde
Subject: Agenda Item - Low bid award
Attachments: txdot concurrence low bid award los castillos.pdf; Cost Breakdown Los Castillos.xls; Recommend to award Los Castillos Estates.doc

Yvette, please place the following item on CC agenda for Tuesday 20th October 2009:
Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project: Los Castillos Subdivision (CSJ: 3C1080423); Project Located in Precinct 1
Low Bidder: IOC Company, Inc Edinburg, TX
Project Engineer: Izaguirre Engineering Group, LLC
Account: 9-1311-431-00-123-423-0-731

Attached is correspondence from TXDOT concurring on the low bid award, engineer's letter of recommendation, cost breakdown and I will send the engineer's tabulation sheet tomorrow.
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!

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-423-0-312	LOS CASTILLOS ESTATES-INDIRECT COST	.00	679.37	.00	150.35	529.02	22.13
9-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	.00	6,526.69	1,305.34	5,221.35	.00	100.00
9-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	3,146.47	1,590.88	1,555.59	.00	100.00
9-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	.00	58,263.70	.00	.00	58,263.70	.00
9-1312-431-00-121-423-0-899	LOS CASTILLOS ESTATES-CONTINGENCY	.00	12,908.00	.00	.00	12,908.00	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**81,524.23**	**2,896.22**	**6,927.29**	**71,700.72**	**12.05**
9 YEAR		**.00**	**81,524.23**	**2,896.22**	**6,927.29**	**71,700.72**	**12.05**

AI-18147 **23.G.2.**

Road & Drainage Construction for South Palm Garden Estates I & II Subdivisions Award Recommendation (Pct 1 BCAP Project)

CC REGULAR

Date:	10/27/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer TEDSI Infrastructure Group to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of $70,428.80 for Bid No. CAP-09-382-09-23-YSI “Road & Drainage Construction for South Palm Garden Estates I & II Subdivisions"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-68X-0-XXX

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

BUDGETARY IMPACT:

Program #687 - So. Palm Garden Est. #1

Program #688 - So. Palm Gardens Est. #2

Please refer to attached expense report as of 10-23-09 for funding availability.

Attachments

Link: tx dot concurrence 18147

Link: eng recomnd 18147

Link: bid tab 18147

Link: c brk down spge1 18147

Link: c brk down spge2 18147

Link: ai request 18147

Link: Expense Report as of 10-23-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2009 10:30 AM	APRV

2	Budget & Management	Erika Zamora	10/22/2009 11:11 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/23/2009 11:03 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Yvette Islas Started On: 10/21/2009 02:53 PM

Final Approval Date: 10/23/2009

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

October 15, 2009

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award bids for 3rd-call Border Colonia Access Program projects in South Palm Gardens I (3C1080687) and South Palm Gardens II (3C1080688), to the low bidder, Total Commitment, LLC, for a total bid of $70,428.80.

My records indicate that the bid amounts for this allocation project are less than the amounts remaining for drainage, roadway, and total costs, as shown below:

Project	Amount Remaining 10/15/09			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
So. Palm Gardens I	$0.00	$53,833.07	$53,833.07	$0.00	$39,859.80	$39,859.80
So. Palm Gardens II	$0.00	$44,480.67	$44,480.67	$0.00	$30,569.00	$30,569.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

September 28, 2009

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: South Palm Garden Estates I&II Subdivisions (CAP-09-382-09-23) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is Total Commitment, LLC

We found no errors in Total Commitment LLC bid tabulations as submitted by Hidalgo County Purchasing Department.

Total Commitment bid for South Palm Garden Estates I ($39,859.80) is lower than Engineer's Estimate ($52,032.05) and lower than Allocated Construction Funds ($42,765.00).

Total Commitment bid for South Palm Garden Estates II ($30,569.00) is lower than Engineer's Estimate ($40,343.50) and lower than Allocated Construction Funds ($35,373.00).

It is our recommendation that Hidalgo County award Construction of above mentioned subdivision to Total Commitment LLC.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you,

Jose A. Sanchez, P.E.
Project Manager

Enclosures: Bid analysis for all bidders
Bid tabulations from all bidders.

Cc via email: John Paul Lugo, Hidalgo County Pct 1
Yvette Islas, Hidalgo County Purchasing Department

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: September 23, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR SOUTH PALM GARDEN I & II SUBDIVISIONS"

BID NO: CAP-2009-383-09-23-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Saenz Utility	$83,879.66 read amount $83,879.36 correct amount	Bid Bond Included
2.	TEGA Construction, LLC	$105,847.00 read amount $107,269.60 correct amount	Bid Bond Included
3.	Total Commitment, LLC	$70,428.80	Bid Bond Included
4.	JM Construction	$122,250.00	Bid Bond Included
5.	IOC Company, LLC	$149,380.72	Bid Bond Included
6.	M Construction	$76,393.00	Bid Bond Included
7.			
8.			
9.			
10.			

South Palm Gardens Estates
CSJ: 3C1080687
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
340	D-GR HMA (METH) TY-D SAC-B PG76-22	3120	SY	$9.00	$28,080.00
354	Plane Asph Conc Pav (1")	822	SY	$5.50	$4,521.00
500	Mobilization	1	LS	$900.00	$900.00
502	Barricades, Signs and Traffic Handling	1	MO	$900.00	$900.00
666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	39	LF	$7.00	$273.00
666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	90	LF	$0.90	$81.00
666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	472	LF	$0.90	$424.80
3035	BALDE LEVEL-UP (HOT MIX ASPHALT)	3120	SY	$1.50	$4,680.00
	SubTotal Base Bid				**$39,859.80**
	DRAINAGE				
360	Driveways (Conc) (4")	0	SY	$0.00	$0.00
402	Trench Excavation Protection	0	LF	$0.00	$0.00
432	Concrete Riprap (Cl C)	0	LF	$0.00	$0.00
464	RCP (CL III) (18")	0	LF	$0.00	$0.00
464	RCP (CL III) (15")	0	LF	$0.00	$0.00
464	RCP (CL III) (24")	0	LF	$0.00	$0.00
465	Inlet (Type "C") (3X3 Grate)	0	EA	$0.00	$0.00
465	Inlet (Type "A")	0	EA	$0.00	$0.00
465	Storm Sewer Manhole	0	EA	$0.00	$0.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	0	EA	$0.00	$0.00
472	Remove Exist Culvert Pipe	0	LF	$0.00	$0.00
480	Remove Culvert S.E.T.	0	EA	$0.00	$0.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	0	SY	$0.00	$0.00
529	6" Concrete Valley Gutter	0	LF	$0.00	$0.00
	SubTotal Drainage				**$0.00**
	GrandTotal Roadwork Base Bid and Drainage				**$39,859.80**

Roadwork Allocation:	$ 47,764.98	Drainage Allocation:	$ -
25% Transfer Increase	$ -	Low Bid Drainage:	$0.00
Transfer Contingency Account:	$ 7,442.83		
Total Allocation and Transfer	$ 55,207.81	Overrun/Underrun	$0.00
Low Base Bid Roadwork	$39,859.80		
Overrun/Underrun	$15,348.01		

Palm Garden Estates II Subdivision
CSJ: 3C1080688 Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
340	D-GR HMA (METH) TY-D SAC-B PG76-22	2371	SY	$9.00	$21,339.00
354	Plane Asph Conc Pav (1")	581	SY	$5.50	$3,195.50
500	Mobilization	1	LS	$1,200.00	$1,200.00
502	Barricades, Signs and Traffic Handling	1	MO	$900.00	$900.00
666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	18	LF	$7.00	$126.00
666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	120	LF	$0.90	$108.00
666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	160	LF	$0.90	$144.00
3035	BALDE LEVEL-UP (HOT MIX ASPHALT)	2371	SY	$1.50	$3,556.50
	SubTotal Base Bid				**$30,569.00**
	DRAINAGE				
360	Driveways (Conc) (4")	0	SY	0.00	$0.00
402	Trench Excavation Protection	0	LF	0.00	$0.00
432	Concrete Riprap (Cl C)	0	CY	0.00	$0.00
464	RCP (CL III) (18")	0	LF	0.00	$0.00
464	RCP (CL III) (15")	0	LF	0.00	$0.00
464	RCP (CL III) (24")	0	LF		$0.00
465	Inlet (Type "C") (3X3 Grate)	0	EA	0.00	$0.00
465	Inlet (Type "A")	0	EA	0.00	$0.00
465	Storm Sewer Manhole	0	EA	0.00	$0.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	0	EA	0.00	$0.00
	SubTotal Drainage				**$0.00**
	GrandTotal Roadwork Base Bid and Drainage				**$30,569.00**

Roadwork Allocation:	$ 35,373.00	Drainage Allocation:	$ -
25% Transfer Increase	$ -	Low Bid Drainage:	$0.00
Transfer Contingency	$ 6,155.82	Overrun/Underrun	$0.00
Total RW Allocation, 25% Transfer Increase allowed and Contingency	$ 41,528.82		
Low Base Bid Roadwork and Alternate 1	$30,569.00		
Overrun/Underrun	$ 10,959.82		

ai
18147

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, October 21, 2009 1:35 PM
To: Yvette, Purchaser
Cc: dina.trevino@co.hidalgo.tx.us; 'Marcie Jackson'; Valde ; 'Katia Garcia'; joseph.palacios@co.hidalgo.tx.us; johnpaul.lugo@co.hidalgo.tx.us; 'Agapito Vargas'
Subject: Agenda Item low bid award
Attachments: txdot concurrence low bid award spge 2.pdf; Cost Breakdown Palm Garden Estates II.xls; Cost Breakdown so palm gard estates I.xls; Recommendation Award SPGE I II.pdf

Yvette, please place the following item on CC agenda for Tuesday 27th September 2009:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project: South Palms Gardens Estates I & II (CSJ: 3C1080687 & 3C1080688 respectively); Project Located in Precinct 1
Low Bidder: Total Commitment, LLC; Mission, TX
Project Engineer: TEDSI Infrastructure Group.
Account: 9-1312-431-00-121-687-0-731 and 9-1312-431-00-121-688-0-731

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown
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!

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
687							
9-1312-431-00-121-687-0-312	SO. PALM GARDENS EST.#1-INDIRECT COST	.00	2,264.94	.00	584.96	1,679.98	25.83
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	468.73	4,235.43	.00	100.00
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
9-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	.00	42,764.98	.00	.00	42,764.98	.00
9-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	.00	7,442.83	.00	.00	7,442.83	.00
687		**.00**	**58,673.69**	**1,710.07**	**5,075.83**	**51,887.79**	**11.57**
688							
9-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIRECT COST	.00	1,873.88	.00	489.72	1,384.16	26.13
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	390.52	3,500.52	.00	100.00
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
9-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	.00	35,373.00	.00	.00	35,373.00	.00
9-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	.00	6,155.82	.00	.00	6,155.82	.00
688		**.00**	**48,531.80**	**1,373.14**	**4,245.68**	**42,912.98**	**11.58**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**107,205.49**	**3,083.21**	**9,321.51**	**94,800.77**	**11.57**
9 YEAR 9		**.00**	**107,205.49**	**3,083.21**	**9,321.51**	**94,800.77**	**11.57**

AI-18201 **23.H.1.**

Change Order No.2 El Charro No. 2 Subdivision Pct. No. 2

CC REGULAR

Date:	10/27/2009
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

Acceptance and approval of Change Order No. 2 with contractor Alvarez Construction for El Charro Subdivision, Pct. No. 2 reflecting a net increase in the amount of $19,435.41 due to additional curb and gutter, and 14 construction days added for the extra work as submitted through project engineer R. Gutierrez Engineering Corporation-C-CAP-09-001-04-21.

BACKGROUND

New Contract amount will be $215,735.91

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-240-0-733

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

BUDGETARY IMPACT:

P.O.# 622455 total amount is $196,300.50 + (LIT)$19,435.41= $215,735.91

*Pending LIT AI-18199 10/27/09

Attachments

Link: Change Order #2 El Charro

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/23/2009 10:40 AM	APRV
2	Budget & Management	Erika Zamora	10/23/2009 10:46 AM	APRV
3	Roland Garcia	Rolando Garcia	10/23/2009 01:58 PM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Marcie Jackson Started On: 10/23/2009 09:28 AM

Final Approval Date: 10/23/2009

CHANGE ORDER NUMBER TWO (2)

PROJECT: EL CHARRO SUBDIVISION (ENG05.012K)

DATE OF ISSUANCE: October 16, 2009 **EFFECTIVE DATE:** October 16, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-09-001-04-21

CONTRACTOR: ALVAREZ CONSTRUCTION
613 FERGUSON RD.
DONNA, TX 78537

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 2568 LF of concrete curb & gutter were added for Toltec Street and Toupi Street
2. 13.83 SY of concrete driveway were added
3. 14 days were added to the construction time
4. 79 LF of 18" RCP were added

Reason for Change Order:

1. Add Toltec and Toupi Streets to project.
2. Add 1 driveway to Toupi Street.
3. 14 construction days were added for the extra work
4. 79 LF were not taking in consideration on the contract

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 194,300.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 2,000.00		Net change from previous Change Orders	14 calendar days
Contract Price prior to this Change Order $ 196,300.50		Contract Time prior to this Change Order Substantial Completion:	89 calendar days or dates
Net Increase (decrease) of this Change Order $ 19,435.41		Net Increase (decrease) of this Change Order	14 calendar days
Contract Price with all approved Change Orders $ 215,735.91	Net % increase (decrease) from original contract price. 11.00 %	Contract Time with all approved Change Orders Substantial Completion:	103 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 10/21/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____ Jr.
Contractor (Authorized Signature)
Date: 10/22/09

CHANGE ORDER No. 2 TABULATION
HIDALGO COUNTY PRECINCT No. 2
EL CHARRO SUBDIVISION (ENG05.012K)
BID NUMBER: CAP-09-001-04-21

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order # 2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
	(905) ROADWAY											
	(906) DRAINAGE											
1	870	870	870	LF	Trench Excavation Protection	$ 4.00	$ 4.00	$ 3,480.00	0.00	$ 3,480.00	0.00	$ 3,480.00
2	5	5	5	CY	Concrete Riprap (CL C)	$ 500.00	$ 500.00	$ 2,500.00	0.00	$ 2,500.00	0.00	$ 2,500.00
3	291	291	370	LF	RCP (CLIII) (18")	$ 30.00	$ 30.00	$ 8,730.00	0.00	$ 8,730.00	2,370.00	$ 11,100.00
4	383	383	383	LF	RCP (CLIII) (24")	$ 40.00	$ 40.00	$ 15,320.00	0.00	$ 15,320.00	0.00	$ 15,320.00
5	308	308	308	LF	RCP (CLIII) (30")	$ 45.00	$ 45.00	$ 13,860.00	0.00	$ 13,860.00	0.00	$ 13,860.00
6	9	9	9	EA	Inlet (Ty A)	$4,000.00	$ 4,000.00	$ 36,000.00	0.00	$ 36,000.00	0.00	$ 36,000.00
7	1	1	1	EA	Inlet (Ty C)	$4,000.00	$ 4,000.00	$ 4,000.00	0.00	$ 4,000.00	0.00	$ 4,000.00
8	3	3	3	EA	Inlet (Ty F2)	$6,000.00	$ 6,000.00	$ 18,000.00	0.00	$ 18,000.00	0.00	$ 18,000.00
9	1	1	1	EA	Manhole (Ty A)	$3,000.00	$ 3,000.00	$ 3,000.00	0.00	$ 3,000.00	0.00	$ 3,000.00
10	4	4	4	EA	Safety End Treatment (6:1)	$2,000.00	$ 2,000.00	$ 8,000.00	0.00	$ 8,000.00	0.00	$ 8,000.00
11	9887	9887	12455	LF	Concrete Curb & Gutter (Ty A) (Barrier)	$ 6.50	$ 6.50	$ 64,265.50	0.00	$ 64,265.50	16,692.00	$ 80,957.50
12	420	420	420	LF	Concrete Valley Gutter (4Ft)	$ 18.00	$ 18.00	$ 7,560.00	0.00	$ 7,560.00	0.00	$ 7,560.00
13	355	355	368.83	SY	Driveways (Concrete)	$ 27.00	$ 27.00	$ 9,585.00	0.00	$ 9,585.00	373.41	$ 9,958.41
14	0	2	2	EA	Inlet Adjustment	$ -	$ 1,000.00	$ -	2,000.00	$ 2,000.00	0.00	$ 2,000.00
						Total		**$ 194,300.50**	**$ 2,000.00**	**$ 196,300.50**	**$ 19,435.41**	**$ 215,735.91**
					TOTAL BASE AMOUNTS:			**$ 194,300.50**	**$ 2,000.00**	**$ 196,300.50**	**$ 19,435.41**	**$ 215,735.91**

AI-18089 **23.I.1.**

Expansion To Existing Pool For Licensed Sex Offender Treatment Providers CC REGULAR

Date:	10/27/2009
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

a. Presentation for discussion, consideration, acceptance, and approval of the qualifying participant submitting a response to the Expansion to the existing "Pool for the LSOTPs" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario El Ramirez, Jr. Juvenile Justice Center.

b. Presentation for discussion, consideration, and approval of the final negotiated contract, including the Best and Final Offer for the Expansion to Existing Pool for Licensed Sex Offender Treatment Providers with the qualified professional.

RFP No.: 2009-378-09-30-SGS- Expansion to Existing Pool for Licensed Sex Offender Treatment Provider-Juvenile Probation.

BACKGROUND

Draft contract document previously approved as to form by legal counsel. February 09, 2009
Services"Pool/Roster" shall be in concurrence with the Expansion to the existing pool for Licensed Sex Offender Treatment Providers.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 10/21/09 is $33,398.05; Services are on An As Needed Basis.

Attachments

Link: Contract, Best and Final Offer, Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/20/2009 04:38 PM	APRV
2	Budget & Management	Erika Zamora	10/20/2009 04:45 PM	APRV
3	Perla Lopez	Perla Lopez	10/21/2009 11:07 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sandy Suarez

Started On: 10/19/2009 01:54 PM

Final Approval Date: 10/23/2009

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the **27th**of **October, 2009**, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Blanche Kelly, LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said

statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $**395.00** Maximum per Evaluation
Psychosexual Evaluations Update/Addendum	up to $**200.00**Maximum per Evaluation
Individual and/or Family Counseling	up to $**125.00**Maximum per Client per hour
Group Counseling	up to $ **45.00**per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any

fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on **February 16, 2010**.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If

Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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 Department: Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva, Jr.

P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

Blanche Kelly
1700 Solar Drive
Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

_____
NAME -LSOTP

EXHIBIT "A"
REQUEST FOR PROPOSAL (RFP)

PURCHASING DEPARTMENT
County Of Hidalgo

September 14, 2009
(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**
Request For Proposals/Qualifications:
"Expansion To Existing Pool For Licensed Sex Offender Treatment Providers"

RFP NO: 2009-378-09-30-SGS

Dear Respondents:

Enclosed please find a Request for Proposals (RFP/Q) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP/Q process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP) CHECKLIST

"Expansion To Existing Pool For Licensed Sex Offender Treatment Providers"

RFP NO: 2009-378-09-30-SGS

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Specifications/Requirements/Additional Scope Of Services/Proposal Pages, consisting of 7 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Draft Agreement, consisting of 9 pages.

The above mentioned items shall be found in the Request for Proposals (RFP/Q) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

09/14/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 2009-378-09-30	BUYER: SANDY SUAREZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS/QUALIFICATIONS

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

SEPTEMBER 30, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2009-378-09-30-SGS**

1. Sealed proposals/qualifications will be received for Hidalgo County for: **"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-378-09-30-SGS-"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 30, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2009-035-01-28-YSI-LICENSED SEX OFFENDER COUNSELOR.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, September 23, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 25, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize

himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposals.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this /qualifications 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 Proposals/Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

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 a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation – **"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Maria Elena Gaitan, Accountant
P O Box 267
Edinburg, TX 78540
956-587-6200

17. Schedule of Events

Projected Proposal/Qualifications Opening, 9:30 A.M., September 30, 2009
Project/Anticipated Award Date: _____, 2009
Commence Work or Deliver Products _____, 2009

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who

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 Proposer 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 located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal/Qualifications
"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP NO: 2009-378-09-30-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

(Must be submitted with bid packet)

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"
RFP No.: 2009-378-09-30-SGS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP NO: 2009-378-09-30-SGS

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is seeking sealed proposals from Licensed and Certified treatment providers for the "Expansion To Existing Pool For Licensed Sex Offender Treatment Provider" on an "As Needed Basis". Service "Pool/Roster" shall be effective upon approval by Commissioners Court with termination date to concur with current existing pool term with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for the "Expansion To Existing Pool For Licensed Sex Offender Treatment Providers". Request For Proposals will be accepted until **9:30 A.M., Wednesday, September 30, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-378-09-30-SGS

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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, September 23, 2009 at 5:00 P.M. at (956) 318-2629 . Responses will be sent to all applicants via facsimile or via e-mail by Friday, September 25, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**. This project will be an "Expansion" to the existing Pool of licensed Sex Offender Treatment Providers.

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 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 No. Closner, 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.

TERM OF CONTRACT:
It is intended that the "Expansion to the existing pool shall be effective upon approval by Commissioners Court with termination date to concur with current existing pool term" with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, 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 term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Provider(s) who are qualified as a Licensed Sex Offender Treatment Provider(s). The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. 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 firm's credentials, education and experience with other "Juvenile Probation 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 a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to establish an "Expansion To Existing Pool" of qualified licensed "Sex Offender Treatment Provider(s)" that meet the following specifications/requirements.

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include, but are not limited to:
    a. Conducting individual , family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department,
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions

between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation for the "Expansion To Existing Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation is to be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Expansion to Existing Pool for Licensed Sex Offender Treatment Provider" should include any local issues or concerns that directly affect the Licensed Sex Offender Treatment Provider(s) 'understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to expand the existing "Pool/Roster" will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, September 30, 2009.**

All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP No.: 2009-378-09-30-SGS

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish an expansion to the existing "Pool/Roster" of "Licensed Sex Offender Provider(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSE SEX OFFENDER TREATMENT PROVIDER(S):**
   The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Licensed Sex Offender Treatment Provider(s) currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s) should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider"(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling and group counseling.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Sex Offender Treatment Provider(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc.

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"
RFP NO: 2009-378-09-30-SGS
RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**

1. **LICENSE SEX OFFENDER TREATMENT PROVIDER(S):**
The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s) understanding of the project.

20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP NO.: 2009-378-09-30-SGS

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** 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.

INSURERS AFFORDING COVERAGE

INSURED

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP NO.: 2009-378-09-30-SGS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP NO.: 2009-378-09-30-SGS

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 2009.

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP: 2009-378-09-30-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

IRS W-9 FORM

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP: 2009-378-09-30-SGS

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP: 2009-378-09-30-SGS

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY JUVENILE
PROBATION DEPARTMENT
JUDGE MARIO E. RAMIREZ, JR. JUVENILE
JUSTICE CENTER

"EXPANSION TO EXISTING POOL FOR
LICENSED SEX OFFENDER TREATMENT
PROVIDERS"

RFP: 2009-378-09-30-SGS

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the _____ of _____2009, by and between _____ the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and_____, **LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations up to $_____Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $_____Maximum per Evaluation
Individual and/or Family Counseling	up to $_____Maximum per Client per hour
Group Counseling	up to $ _____per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax,

withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on_____, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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 Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the 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 Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

_____
NAME -LSOTP

EXHIBIT "B"
FEE SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Blanche M. Kelly, LPC, LSOTP

From: Sandy Suarez, Buyer I for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: October 19, 2009

Re: Best and Final Offer –RFP NO: 2009-378-09-30-SGS
Hidalgo County Juvenile Probation Department-"Expansion To Existing Pool For Licensed Sex Offender Treatment Providers"

Pursuant to today's meeting-October 19, 2009, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Chief Juvenile Probation Officer, Mr. Israel "Buddy" Silva, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) The term of contract will concur with current existing contract and will terminate on February 16, 2010, with the County's option for two (2) additional one(1)year terms, based on prior's year performance evaluation and contingent upon cost remaining unchanged.
b) Schedule of Fees were discussed and agreed upon. Fees shall be at the same rate as current County contracted Licensed Sex Offender Treatment Providers.
c) Established that the term Psychosexual Evaluation was the same as an assessment.

The Schedule of Fees is a followed:
Psychosexual Evaluations- up to $395.00 maximum per evaluation,
Psychosexual Evaluations (update/Addendum) - up to $200.00 maximum per evaluation
Individual and/or Family Counseling -up to $125.00 maximum per Client per hour
Group counseling-up to $45.00 per person maximum per Client per hour

At this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Tuesday, October 20, 2009 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4860. Thank you.

Best and Final Offer $ As outlined above Schedule of fees

Signed: Blanche Kelly

Printed Name: BLANCHE KELLY

Title: LSOTP- Licensed Sex Offender Treatment Provider

EXHIBIT "C"
INSURANCE

Certificate of Insurance (Proof of Coverage) Date Issued: (9/22/2009)

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 Name and Mailing Address*	Program Administrator
Name Blanche Kelly **Street** 1700 Solar Drive **City** Mission **State** Texas **Zip** 78574	**Administered By: CPH and Associates** **711 S. Dearborn, Suite 205** **Chicago, IL 60605** **Underwritten By:** **Philadelphia Indemnity Insurance Company**

Additional insured locations are often requested by individual business owners who have more than one office.
Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

Coverage

Policy #: 020111	Effective Date: (03/06/2009)	Expiration Date: (03/06/2010)

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 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.

Limits of Liability		Coverage Part
Each Occurrence (Per individual claim)	*Aggregate (Total amount per policy year)*	
$1,000,000	**$3,000,000**	**Professional Liability**
N/A	**N/A**	**Commercial General Liability** **Includes: General Liability, Fire & Water Legal Liability and Personal Liability**
N/A	**N/A**	**Property Coverage**
$1,000,000	**$3,000,000**	**Supplemental Liability**
Unlimited	**Unlimited**	**Defense Expense Coverage**
$25,000	**$25,000**	**State Licensing Board Investigation Expense Coverage**
$5,000	**$5,000**	**Assault Coverage**
$5,000	**$15,000**	**Deposition Expense Benefit**
$2,500/person	**$25,000**	**Medical Expense Coverage**
$2,500	**$2,500**	**First Aid Coverage**

Description/Special Provisions:

Certificate Holder	Cancellation
Proof of Coverage	**Should any of the above described policy 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.**
Holder has also been added to the policy as an additional insured:** **_Yes / XNO** ****If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**	**Authorized Representative** **C. Philip Hodson**

DISCLAIMER:The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

ADDL INFO NEXT PAGE MAIL MCH-M-I

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

TEXAS PERSONAL AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

RENEWAL OF

State	Veh	Terr	POLICY NUMBER
TX	02 03	163 163	01444 46 52U 7101 3

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 12 2009 TO MAR 12 2010

Named Insured and Address

RANDOLPH E KELLY
SGM USA RET
1700 SOLAR DR
MISSION TX 78574-3369

OPERATORS
01 RANDOLPH E KELLY
02 BLANCHE M KELLY

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles One Way	WORK/SCHOOL Days Per Week
02	97	VOLVO	850	SEDAN 4D	5000	YV1LS5552V1365784	12	W	03	5
03	03	CADILLAC	ESCALADE	UTL4X24D	6000	1GYEC63T13R131499	22	P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated.
VEH 02 EL PASO TX 79936-4035
VEH 03 EL PASO TX 79936-4035

*W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 02 6-MONTH D=DED AMOUNT	VEH 02 6-MONTH PREMIUM $	VEH 03 6-MONTH D=DED AMOUNT	VEH 03 6-MONTH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
PART A - LIABILITY								
BODILY INJURY EA PER $ 25,000								
EA ACC $ 50,000		43.41		49.83				
PROPERTY DAMAGE EA ACC $ 25,000		55.34		63.88				
PART B2-PERSONAL INJURY PROTECTION								
(OPTIONAL) EA PERSON $ 2,500		12.35		14.40				
PART C - UM/UIM								
BODILY INJURY EA PER $ 25,000								
EA ACC $ 50,000		13.39		13.69				
PROPERTY DAMAGE EA ACC $ 25,000	D 250	16.19	D 250	16.54				
PART D - PHYSICAL DAMAGE COVERAGE								
COMPREHENSIVE LOSS ACV LESS	D 500	43.40	D 500	134.55				
COLLISION LOSS ACV LESS	D 500	63.17	D 500	104.77				
VEHICLE TOTAL PREMIUM		247.25		397.66				

6 MONTH PREMIUM $ 644.91

EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA.

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

ENDORSEMENTS: ADDED 09-12-09 - AOASA(01)
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- A400TX(01) A401CW(01) A100TX(02) A144TX(01) 5100TX(02)
INFORMATION FORMS(NOT PART OF POLICY)- 250(01) 40TX(01) CDUAR(02)

2
VEH 02 RMF5900000 VEH 03 RMM5800000 VEH VEH

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date AUGUST 7, 2009

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

AI-18117 **23.J.1.**

Exemption-Competitive Bidding-Sole Source Declaration-FAS/Weidenhammer Systems Corp.

CC REGULAR

Date:	10/27/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Auditor's Office

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section .024, (a) (7)-"an item that can be obtained from only one source";

b. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12-month renewal maintenance and support services agreement with Weidenhammer Systems Corp. as required by the Auditor's Office in the amount of $36,156.00 for the year - effective: 01/01/10 - 12/31/10 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

User dept will generate requisition at the beginning of 2010.

2010 Budget amount is $45,000.00

Attachments

Link: Soel Source Declaration

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/22/2009 04:35 PM	APRV
2	Budget & Management	Erika Zamora	10/22/2009 04:53 PM	APRV
3	Erika Zamora	Erika Zamora	10/23/2009 11:35 AM	APRV
4	Auditor's Office	Angela Garcia	10/23/2009 11:45 AM	APRV
5	Budget & Management	Erika Zamora	10/23/2009 11:57 AM	APRV

Form Started By: Marty Salazar Started On: 10/20/2009 05:06 PM

Final Approval Date: 10/23/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: October 27, 2009

Re: "Sole Source Declaration" - Weidenhammer Systems Corporation

The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial accounting system since 2001's upgrade approved by Hidalgo County Commissioners Court which includes a Software License, Maintenance and Support Agreement.

In 2007 the original vendor Information Design, Inc. was acquired by Weidenhammer Systems Corporation.
Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor;

Therefore, the Hidalgo County Auditor's Office requires the continued renewal of the Software License, Maintenance and Support Agreement with Weidenhammer Systems Corporation.

RECEIVED BY
COUNTY AUDITOR
2009 OCT 15 PM 3 50

Weidenhammer

Innovative technology • effective solutions • since 1978

Alio Maintenance Renewal

MR RAY EUFRACIO
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN RAY EUFRACIO CPA
100 E CANO
DEINBURG, TX 78539

Contract End Date: 12/31/09

Dear MR RAY EUFRACIO,

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Grier, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4820.

Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$10,695.00
SALARY ADMINISTRATION	$2,084.00
SALARY ADMIN/POSITION CONTROL	$2,295.00
FINANCIAL ACCOUNTING SYSTEM	$10,617.00
BUDGETARY PREPARATION SYSTEM	$3,126.00
CHECK RECONCILIATION SYSTEM	$452.00
ORACLE DB STANDARD EDITION	$941.00
FIXED ASSET INVENTORY SYSTEM	$2,184.00
ORACLE APP ENTERPRISE EDITION	$3,762.00
Total	$36,156.00

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director
Weidenhammer Systems Corporation

Weidenhammer

Innovative technology • effective solutions • since 1978

Alio Maintenance Renewal Authorization

MR RAY EUFRACIO
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN RAY EUFRACIO CPA
100 E CANO
DEINBURG, TX 78539

Contract End Date: 12/31/09

Maintenance Renewal Summary

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$10,695.00
SALARY ADMINISTRATION	$2,084.00
SALARY ADMIN/POSITION CONTROL	$2,295.00
FINANCIAL ACCOUNTING SYSTEM	$10,617.00
BUDGETARY PREPARATION SYSTEM	$3,126.00
CHECK RECONCILIATION SYSTEM	$452.00
ORACLE DB STANDARD EDITION	$941.00
FIXED ASSET INVENTORY SYSTEM	$2,184.00
ORACLE APP ENTERPRISE EDITION	$3,762.00
Total	$36,156.00

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

_____

Authorized Signature

_____

Print name, title, and date:

AI-17850 **23.K.2.**

Award of Bid - Hidalgo County - Concrete Mix and Delivery Services
CC REGULAR

Date:	10/27/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Concrete Mix and Delivery Services" Bid No.: 2009-406-10-07-ERT.

BACKGROUND

Contract Period: 12/09/09 thru 12/08/09
Extension: one (1) extension @ County's Discretion with same rates, terms and conditions
Extension: Additional 60-day grace period at end of contract term
Cost: See Tab Sheet (per cubic yard and base fuel cost)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS PRECINCT ACCTS

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

BUDGETARY IMPACT:

Precincts 121-124. See attached expenditure report for funding sources and available balances as of 10/22/09. rc
Purchases on an as needed basis.

Attachments

Link: CONTRACT,MEMOS FOR RECOMMENDATION,PARTICIPATION LOG,BID TABULATION SHEET

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/20/2009 04:40 PM	APRV
2	Budget & Management	Erika Zamora	10/20/2009 04:44 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2009 11:33 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Eric Trevino Started On: 10/05/2009 01:20 PM

Final Approval Date: 10/23/2009

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-406-10-27

THIS CONTRACT is made and entered into this **27th** day of **October, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Magic Valley Concrete,** a **Texas Limited Liability Company**. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**CONCRETE MIX & DELIVERY SERVICE**" 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" ("Vendor's Bid") 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their 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 year beginning **December 9, 2009** and ending on **December 8, 2010.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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
Edinburg, Texas 78539

If to Company **Magic Valley Concrete, LLC**
Roger V. Gonzales
7301 W. Expressway 83
Mission, Texas 78572

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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

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

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"Concrete Mix and Delivery Services"
Bid No: 2009-406-10-07-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 6 pages.**
4. **Exhibit "B" Bid Page consisting of 2 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 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of 5 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

September 21, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 21, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Concrete Mix and Delivery Services"**
Bid No: 2009-406-10-07-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-406-10-07-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"CONCRETE MIX AND DELIVERY SERVICES"
BID OPENING DATE:
October 7, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
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

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-406-10-07-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY–CONCRETE MIX AND DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-406-10-07-ERT- HIDALGO COUNTY–CONCRETE MIX AND DELIVERY SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, October 7, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-406-10-07-ERT-HIDALGO COUNTY-CONCRETE MIX AND DELIVERY SERVICES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY–CONCRETE MIX AND DELIVERY SERVICES"** 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 Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 7, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or

C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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 bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the ~~specifications and/or all warranties provided under the Uniform Commercial Code and be~~ free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2009-406-10-07-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
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

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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"

HIDALGO COUNTY
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO: 2009-406-10-07-ERT

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

The services contract will encompass all project-related supplying and delivery of concrete mix for the County of Hidalgo including, but not limited to, the following:

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2. Supplying of Concrete Mix and Delivery Services will be on an **as needed and as requested basis only.**

3. Concrete Mix 3000 PSI & 4000 PSI (Slump 1-7) will be supplied and delivered from your plant to different locations within Hidalgo County as requested.

4. Delivery hours will be arranged with requestor when requiring "Concrete Mix & Delivery Services".

5. Bid price must be per cubic yard basis with a minimum of 5 cubic yards per request.

6. 3000 PSI (Slump 1-7) Concrete Mix and Delivery Services with 1 ½ lb Fiber Mesh per cubic yard is **OPTIONAL** as shown on Exhibit "B" Bid Page and it will be on an **as needed and as requested basis only.**

7. 4000 PSI (Slump 1-7) Concrete Mix and Delivery Services with 1 ½ lb Fiber Mesh per cubic yard is **OPTIONAL** as shown on Exhibit "B" Bid Page and it will be on an **as needed and as requested basis only.**

8. One (1) or more vendor(s) may be designated as awarded Vendor(s) for Concrete Mix and Delivery Services for **Hidalgo County.**

9. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

10. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

12. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

13. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

14. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached.**

15. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

16. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

17. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

18. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

19. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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:
Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Monday September 28, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 2, 2009 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"CONCRETE MIX & DELIVERY SERVICES"
BID NO: 2009-406-10-07-ERT

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/Concrete Mix Materials:	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$

OPTIONAL

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/Concrete Mix Materials:	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services With 1 ½ lb Fiber Mesh per cubic yard	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services With 1 ½ lb Fiber Mesh per cubic yard	$	%	$

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for October 5, 2009. For each 10% (increase or decrease) in the OPIS Index of October 5, 2009 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 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County 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.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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.

INSURERS AFFORDING COVERAGE

INSURED

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY: EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative 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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this 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

_____.
Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

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 email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____ **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
___ ___ ___ - ___ ___ - ____

or

Employer identification number
__ - _____

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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"CONCRETE MIX & DELIVERY SERVICES"** 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" ("Vendor's Bid") 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their 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 year with the County's option to extend for an additional year beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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
Edinburg, Texas 78539

If to Company _____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

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

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "B"
VENDOR'S BID

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	Magic Valley Concrete, LLC.
ADDRESS:	7301 W. Expressway 83
CITY/STATE/ZIP CODE:	Mission, TX. 78572
PHONE & FAX NO'S:	(956) 584-5770; (956) 583-2086
CELLULAR NO:	(956) 534-6542
E-MAIL ADDRESS:	rgonzales@riovalleypipe.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Roger V. Gonzales
TITLE	General Sales Manager

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"CONCRETE MIX & DELIVERY SERVICES"
BID NO: 2009-406-10-07-ERT

OPENED 9:30am 10-07-09 Witnessed

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/Concrete Mix Materials: MISSION / EDINBURG	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$ 77.00	% 5	$ 3.85
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$ 82.00	% 5	$ 4.10

OPTIONAL

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/Concrete Mix Materials:	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services With 1 ½ lb Fiber Mesh per cubic yard	$ 86.00	% 5	$ 4.30
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services With 1 ½ lb Fiber Mesh per cubic yard	$ 91.00	% 5	$ 4.55

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for October 5, 2009. For each 10% (increase or decrease) in the OPIS Index of October 5, 2009 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 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County 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.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2009

PRODUCER (956)565-2481 FAX (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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 Magic Valley Concrete LLC
P O Box 1707
Mission, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Co.	
INSURER B: Travelers Ind.	
INSURER C: AmCOMP Assurance Corporation	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	BCS0018395	11/06/2008	11/06/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA-7615L708-07-GRP	11/27/2008	11/27/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCV4217606	10/27/2008	10/27/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
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
Robert R Garza/JEN

ACORD 25 (2009/01) FAX: 956.318.2626

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: October 07, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-406-10-07-ERT
HIDALGO COUNTY - "CONCRETE MIX AND DELIVERY SERVICES".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday, October 09, 2009 at 5:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 20, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Magic Valley	Low Bid Both options
2.)	
3.)	9-1103-432-00-121-031-0-(739,671,679)
Budget account # -	9-1201-431-00-121-025-0-(739,671,679) 9-1211-452-05-121-013-0-(739,671,679)

Authorized Signature | Printed Name: Noe Hinojosa | Department: Pct #1 | Date: 10/13/09

PURCHASING DEPARTMENT
County Of Hidalgo

OCT 15 2009
9:11 AM

MEMORANDUM

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Matic Valley	(Lowest Bidder) will Deliver
2.)	Minimum of ONE YARD
3.)	
Budget account # - 9-1202-431-00-122-006-0-673	

Ricardo Cuellar — Ricardo Cuellar — Field Ops. — 10/08/09

Authorized Signature | Printed Name | Department | Date

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

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Hidalgo County Purchasing Department

DATE: October 07, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Magic Valley Concrete	Lowest Bid
2.)	
3.)	

Budget account # - 9-1305-451-00-123-005-0-739

E. M. Trevino — Pct #3 — 10/7/09
Authorized Signature — Printed Name — Department — Date

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

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FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: October 07, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-406-10-07-ERT
HIDALGO COUNTY - "CONCRETE MIX AND DELIVERY SERVICES".

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Magic Valley Concrete LLC	2 locations mission & Edinburg especially Edinburg
2.)	
3.)	
Budget account # - 9-1204-431-08-124-007-673	

Juan M. Carranza Juan M. Carranza Pct 4 10/13/09
Authorized Signature Printed Name Department Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PAGE 02 5065785 09:11 5002/ST/0T

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: October 07, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY – "CONCRETE MIX AND DELIVERY SERVICES".

BID NO.: 2009-406-10-07-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Alamo Concrete / aka:South Texas Concrete Attn: Kent Mullins and K. Harris	EMR	ERT	09/21/09	1420 S. 28th P.O. Box 1518 Edinburg, TX 78539 (956) 381-9886 office
				(956) 383-5854 fax kharris@alamoconcrete.com
Magic Valley Concrete, LLC Attn: Roger Gonzales (sales manager)	EMR	ERT	09/21/09	7301 W. Expwy 83 Mission, TX 78572 (956) 580-2502 office (956) 585-8675 fax rvproger@yahoo.com cc: jvaldez@riovalleypipe.com rgonzales@riovalleypipe.com
Spence Concrete Attn: B. Kelly	EMR	ERT	09/21/09	3420 W. Ash P.O. Box 2767 McAllen, TX 78502 (956) 682-5551 office (956) 682-2607 fax bkelly@spenceconcrete.com
J-III Concrete Attn: A. C. Cuellar	EMR	ERT	09/21/09	1700 E. 28th Weslaco, TX 78596 (956) 969-1578 office (956) 968-1841 fax Accuellar3@msn.com
Central Ready Mix Attn: Richard Linn	EMR	ERT	09/21/09	304 W. Railroad San Juan, TX (956) 787-2583 office (956) 783-8352 fax Richard Linn (956) 399-0550 Richardcrm1@cs.com
R & J Concrete Attn: Belle	Internet vendor	ERT	09/21/09	5410 N. Birch St. Pharr, Texas (956) 787-8484 office (956) 787-8483 fax Belle.rjc@vtxb.com
Delta Aggregate and Landscaping Materials	EMR	ERT	09/30/09	P.O. Box 2443 Elsa, TX (956) 472 0174 956 472 0020 deltaaggregate@aol.com

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: October 07, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "CONCRETE MIX & DELIVERY SERVICES"	
BID NO: 2009-406-10-07-ERT	**BUYER: Eric Trevino**

	COMPANY NAME	PSI	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current / Base Fuel Cost
#1	**Magic Valley Concrete, LLC**	3000 PSI	**$77.00**	**5%**	**$3.85**
		4000 PSI	**$82.00**	**5%**	**$4.10**
#2	J-III Concrete Co., Inc	3000 PSI	$82.50	0%	$0.00
		4000 PSI	$84.00	0%	$0.00

Optional

	COMPANY NAME	PSI	Total Cost Per Cubic Yard (with 1 ½ lb Fiber Mesh per cubic yard)	Fuel Cost Percentage Per Cubic Yard	Current / Base Fuel Cost
#1	**Magic Valley Concrete, LLC**	3000 PSI	**$86.00**	**5%**	**$4.30**
		4000 PSI	**$91.00**	**5%**	**$4.55**
#2	J-III Concrete Co., Inc	3000 PSI	No bid	No bid	No bid
		4000 PSI	No bid	No bid	No bid

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
9-1100-432-00-121-001-0-671	PCT1 SANITATION-BLDG&OTHR STRUC R&M SUPP	2,570.00	11.76	1,402.48	1,402.48	1,155.76	55.03
9-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	17,550.00	3,323.00	13,712.79	13,712.79	514.21	97.07
9-1100-432-00-121-001-0-739	PCT1 SANITATION-OTHER STRUCTURES	4,009.29	1,400.00	2,609.29	2,609.29	.00	100.00
9-1201-431-00-121-005-0-671	PCT1 P/U RD-BLDG & OTHR STRUC R&M SUPPL	5,000.00	.00	244.21	244.21	4,755.79	4.88
9-1201-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	63,000.00	2,660.35	53,298.27	53,298.27	7,041.38	88.82
9-1201-431-00-121-005-0-739	PCT1 P/U RD-OTHER STRUCTURES	7,032.00	1,032.00	2,609.90	2,609.90	3,390.10	51.79
9-1202-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	49,760.53	25,305.16	16,910.35	16,910.35	7,545.02	84.84
9-1203-431-00-123-005-0-739	PCT3 P/U RD-OTHER STRUCTURES	27,590.62	.00	17,104.56	17,104.56	10,486.06	61.99
9-1204-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	279,039.45	33,404.21	240,919.97	240,919.97	4,715.27	98.31
9-1211-452-00-121-013-0-671	PCT1 PARKS-BLDG & OTHR STRUC R&M SUPPL	17,661.74	1,457.07	13,610.46	13,610.46	2,594.21	85.31
9-1211-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	20,327.22	2,243.50	14,902.57	14,902.57	3,181.15	84.35