AI-19015 **2.A.**

Interdepartmental Transfer

CC CONSENT

Date:	12/22/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-115-059-0-XXX

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

BUDGETARY IMPACT:

532-->619 $ 200.00; funds available as of 12/17/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:50 PM	APRV
2	Ana Galvan	Anna Galvan	12/17/2009 04:09 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 10:04 AM	APRV

Form Started By: Rosie Luna Started On: 12/14/2009 04:50 PM

Final Approval Date: 12/18/2009

DATE: December 14, 2009

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 9-1100-419-50-115-059-0-XXX

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
532	Wireless Devices	619	Other Miscellaneous Supplies	$ 200.00
			TOTAL	**$ 200.00**

REASON: **Line Item Transfer is being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19079 **2.B.**

Intradepartmental Transfer - Elections

CC CONSENT

Date: 12/22/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Yvonne Ramon
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Elections (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9
ACCT. #: 9-1283-414-00-130-018-8-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance as of 12/17/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	12/18/2009 10:15 AM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 11:03 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:26 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Rolando Garcia
Started On: 12/17/2009 02:49 PM

Final Approval Date: 12/18/2009

DATE: December 17, 2009

DEPARTMENT HEAD: Yvonne Ramon

AI-19079(REVISED)

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 9-1283-414-00-130-018-8-

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
667	2008 CHAPTER 19-MINOR SOFTWARE	320	2008 CHAPTER19-PROFESSIONAL SERVICES	2,205.00
			TOTAL	2,205.00

REASON: VOTEC Services supporting the instructional program and it's administration.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19071 **2.C.**

Line Item Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT
Submitted For: Alma Ybarra
Department: FACILITIES MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION
2009 - B&G (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 12-18-09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 11:10 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:22 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Alma Ybarra Started On: 12/17/2009 10:09 AM

Final Approval Date: 12/18/2009

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: December 17, 2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 9-1100-419-40-220-001-0

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
605	UNIFORMS	343	LAUNDRY	2,000.00
			TOTAL	$2,000.00

REASON: NEED FUNDS TO COVER THE END OF THE YEAR INVOICES FOR THE LAUNDRY (Employee Uniforms) AND ALL MATS, DUST MOPS ETC FOR ALL COUNTY BUILDINGS. ACCOUNT SHORT ON FUNDS

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-19076 **2.D.**

Line Item Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Sheriff's Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12/18/2009

Attachments

Link: line item transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/17/2009 01:42 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 02:34 PM	APRV
3	JC Carreon	JC Carreon	12/18/2009 09:19 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Monica Hinojosa Started On: 12/17/2009 01:39 PM

Final Approval Date: 12/18/2009

DATE: 12/11/2009

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 9-1100-421-00-280-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
9-1100-421-00-280-001-0-	745	→	9-1100-421-00-280-001-0-	343	$500.00
9-1100-421-00-280-001-0-	745	→	9-1100-421-00-280-001-0-	535	$1,000.00
9-1100-421-00-280-001-0-	745	→	9-1100-421-00-280-001-0-	601	$1,000.00
9-1100-421-00-280-001-0-	745	→	9-1100-421-00-280-001-0-	855	$500.00
		→			
		→			
		→			
		→			
		→			
		→			
		T O T A L			**$3,000.00**

REASON:

TRANSFER IS BEING REQUESTED TO COVER END OF YEAR CHARGES.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-18999 **2.E.**

Human Services Division

CC CONSENT

Date:	12/22/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

601-->607 - $ 50.00; Funding available as of 12/16/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:29 AM	APRV
2	Norma Silva	Norma Silva	12/16/2009 10:54 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 10:02 AM	APRV

Form Started By: Dairen Sarmiento Started On: 12/14/2009 09:57 AM

Final Approval Date: 12/18/2009

DATE: 12-22-09
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office Supplies	607	Janitorial Supplies	$ 50.00

reason: Transfer needed for janitorial supplies.

TOTAL $ 50.00

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-19068 **2.F.**

2009 - Fire Marshal

CC CONSENT

Date: 12/22/2009
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

613-->855 $ 123.00; funds available as of 12/1809

Attachments

Link: Line Item Transfer Fire Marshal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 11:09 AM	APRV
2	Ana Galvan	Anna Galvan	12/18/2009 01:37 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Roxanne De La Garza Started On: 12/17/2009 08:51 AM

Final Approval Date: 12/18/2009

DATE: December 22, 2009

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 9-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-422-10-300-001-0-613	Safety Supplies		9-1100-422-10-300-001-0-855	Late Fees	$123.00
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					$123.00

REASON: To pay for late fees of certifications to the Texas Commisson on Fire Protection.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

12/16/09
DATE

ATTEST COUNTY CLERK

AI-19093 **2.G.**

Intradepartmental Line Item Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12/18/2009

Attachments

Link: LIT122909

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 11:04 AM	APRV
2	JC Carreon	JC Carreon	12/18/2009 01:08 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Irma Castillo Started On: 12/18/2009 10:50 AM

Final Approval Date: 12/18/2009

Raul E. Sesin, P.E., C.F.M.

PLANNING ADMINISTRATOR

HIDALGO COUNTY

PLANNING DEPT.

DATE: December 17, 2009

DEPARTMENT HEAD: __Raul E. Sesin, P.E._____

DEPARTMENT NAME:__Planning Department_____

ACCOUNT NUMBER: 9-1100-419-10-210-001-0.___

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-419-10-210-001-0-535	Postage	→	9-1100-419-10-210-001-0-672	R&M Supplies Equip & Veh	$70.00
					$70.00

Reason: Emergency, need to purchase key for vehicle (lost truck key), Unit 87, L.P. 104-1552, VEH ID #1FTYR14U48PB06501.

_____
Department Head Signature

_____ _____ ____/____/____ _____
Approved Commissioners' Court Date

_____
Attest County Clerk

LIT122909

AI-19030 **2.H.**

Intradepartmental Line Item Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12/16/2009

Attachments

Link: LIT122209B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 03:30 PM	APRV
2	JC Carreon	JC Carreon	12/16/2009 10:14 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 08:49 AM	APRV

Form Started By: Irma Castillo Started On: 12/15/2009 02:29 PM

Final Approval Date: 12/18/2009

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: December 15, 2009

DEPARTMENT HEAD: __Raul E. Sesin, P.E._____

DEPARTMENT NAME:__Planning Department_____

ACCOUNT NUMBER: 9-1100-419-10-210-001-0.___

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-419-10-210-001-0-336	Computer Service	→	9-1100-419-10-210-001-0-613	Safety Supplies	$3.04
9-1100-419-10-210-001-0-336	Computer Service	→	9-1100-419-10-210-001-0-679	Other R&M Supplies	$22.80
					$25.84

Reason: Need to purchase safety goggles for Field Inspectors to protect eyes from flying debris and also pink marking spray paint when measuring properties.

_____
Department Head Signature

_____ _____ ____/____/____ _____
Approved Commissioners' Court Date _____
LIT122209 Attest County Clerk

AI-19066 **2.I.**

Intradepartmental transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12/17/2009

Attachments

Link: Line Item

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 10:50 AM	APRV
2	JC Carreon	JC Carreon	12/17/2009 01:46 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 10:00 AM	APRV

Form Started By: Fred Zamarripa Started On: 12/16/2009 05:13 PM

Final Approval Date: 12/18/2009

Date: December 16, 2009
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
745	Computer Equipment	- - >	640	Reference Material	9.50
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				TOTAL	9.50

Reason:
To cover reference materials needed.

Norma G. García
Hidalgo County Treasurer

Approved Commissioners' Court _____ Date _____ Attest County Clerk

AI-19050 **2.J.**

TRAVEL TRANSFER

CC CONSENT

Date: 12/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Budget & Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 03:00 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:20 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Angela Garcia Started On: 12/16/2009 02:29 PM

Final Approval Date: 12/18/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 12/16/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MGMT.

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
339	OTHER PROF. SERVICES	583	TRAVEL OUT OF COUNTY	$300.00
			TOTAL	**300.00**

REASON: FUNDS NEEDED TO REIMBURSE EMPLOYEE TRAVEL

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-19018 **2.K.**

19018 12-15-09 lit $4,000.00 from 661 into 622

CC CONSENT

Date: 12/22/2009
Submitted By: Mary Garcia, TAX OFFICE
Department: TAX OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
661-->622 - $ 4,000.00; Funding available as of 12/16/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:51 PM	APRV
2	Norma Silva	Norma Silva	12/16/2009 11:32 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 08:48 AM	APRV

Form Started By: Mary Garcia Started On: 12/15/2009 09:17 AM

Final Approval Date: 12/18/2009

DATE: December 15, 2009

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 9-1100-415-15-140-001-0xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
661	Minor Office Furn & Equip	622	Electricity	$4,000.00
			TOTAL	$4,000.00

REASON: **To cover increase in electricity.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19040 **2.L.**

Line Item Transfer - County Clerk Record Archive

CC CONSENT

Date:	12/22/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Rene Perez
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerk Record Archive (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 11:24 AM	APRV
2	JC Carreon	JC Carreon	12/16/2009 01:10 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 09:56 AM	APRV

Form Started By: Sylvia Solis Started On: 12/16/2009 09:49 AM

Final Approval Date: 12/18/2009

DATE: December 16, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
341	DATA MGMT & PROC	211	HEALTH INSURANCE	1,770.00
341	DATA MGMT & PROC	212	LIFE INSURANCE	14.00
341	DATA MGMT & PROC	230	RETIREMENT	1,530.00
			TOTAL	3,314.00

REASON:
Intradepartmental Transfer to fund current fringe benefit expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19089 **2.M.**

Line Item Transfer

CC CONSENT

Date:	12/22/2009
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	Noe Gonzalez, Judge Presiding
Department:	370TH DISTRICT COURT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

2009 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

342-->432 $ 10.89; funds available as of 12/08/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 09:12 AM	APRV
2	Ana Galvan	Anna Galvan	12/18/2009 01:44 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Esther Contreras Started On: 12/18/2009 09:02 AM

Final Approval Date: 12/18/2009

DATE: DECEMBER 18, 2009

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

ACCOUNT NUMBER: 9-1100-412-00-007-001-0- XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.07, Sub section C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
342	INFO & CREDIT SERV	432	EQUIP & VEH R&M SERVICE	10.89
			TOTAL:	$10.89

REASON: Transfer of funds to cover current and future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNT CLERK

AI-19045 **2.N.**

Transfer for water, food and electricity

CC CONSENT

Date:	12/22/2009
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	430th D.C.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

413-->411 $ 110.00; funds available as of 12/16/09
413-->630 $ 30.00; funds available as of 12/16/09
413-->622 $ 835.00; funds available as of 12/16/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 02:59 PM	APRV
2	Norma Silva	Norma Silva	12/17/2009 01:36 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 09:59 AM	APRV

Form Started By: Anna Galvan Started On: 12/16/2009 11:11 AM

Final Approval Date: 12/18/2009

Intradepartmental Transfer Request

DATE: December 16, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for 430th District Court

ACCOUNT NUMBER: 9-1100-412-00-010-001-0-XXX

SUBJECT: **Intradepartmental Transfer(s)**

Contact: Ana Galvan
Ph#: (956) 292-7025

Honorable Commissioners' court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111,Subchapter C Section 111.070, Subsection C.

FROM Object Code	Description	TO Object Code	Description	Amount
413	Electronic Surveillance & Security	411	Water/Sewage	$ 110.00
413	Electronic Surveillance & Security	630	Food	30.00
413	Electronic Surveillance & Security	622	Electricity	835.00
			TOTAL	**$ 975.00**

REASON: Need monies to pay bills.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-19025 **2.O.**

Vehicle & equipment rental transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - J.P. 5/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-412-00-069-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 12-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:52 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:15 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 02:34 PM	APRV

Form Started By: Angela Garcia
Started On: 12/15/2009 01:27 PM

Final Approval Date: 12/18/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 12/15/09

DEPARTMENT HEAD: E. SPEEDY JACKSON

DEPARTMENT NAME: J.P. 5/1

ACCOUNT NUMBER: 9-1100-412-00-069-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
601	OFFICE SUPPLIES	442	RENTAL OF EQUIPMENT & VEHICLES	$4.00
			TOTAL	**4.00**

REASON: FINISH OUT THE 2009 YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-19055 **2.P.**

2009 - Pct # 1 Sanitation (1100)

CC CONSENT

Date: 12/22/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION
2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
431-->346 - $ 8.11; Funding available as of 12/17/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 03:13 PM	APRV
2	Norma Silva	Norma Silva	12/17/2009 02:21 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 10:09 AM	APRV

Form Started By: Robert Elizondo Started On: 12/16/2009 03:01 PM

Final Approval Date: 12/18/2009

DATE: December 21, 2009 **MEETING REQUEST DATE:** December 21, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9-	1100-	432-	00-	121-	001-	0-	431	BLDG & OTH SRV		9-	1100-	432-	00-	121-	001-	0-	346	HAULING	8.11
																			8.11

REASON: Need transfer to cover an invoice for fedex

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK



AI-19056 **2.Q.**

2009 - Pct # 1 Fema Projects (1280)

CC CONSENT

Date: 12/22/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION
2009 - Pct. #1 FEMA Projects (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-950-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
AVAILABLE ACCOUNT BALANCE AS OF 12-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 03:19 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 01:18 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Robert Elizondo
Started On: 12/16/2009 03:02 PM

Final Approval Date: 12/18/2009

DATE: **December 21, 2009**

DEPARTMENT HEAD: **Commissioner Sylvia Handy**

DEPARTMENT NAME: **Pct.# 1 FEMA Projects**

ACCOUNT NUMBER: **9-1280-431-00-121-950-0-XXX**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
433	R & B R&M Services	**673**	Road Materials	**3,510.00**
433	R & B R&M Services	**346**	Hauling	**8,775.00**
			TOTAL	**12,285.00**

REASON: **Need LIT to purchase caliche for fema Project**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19105 **2.R.**

2009 - Pct # 1 FEMA Project

CC CONSENT

Date: 12/22/2009
Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT
Submitted For: Robert Elizondo
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Project (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-960-0-XXX

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

BUDGETARY IMPACT:

433-->673 - $ 4,532.50; Funding available as of 12/18/09.
433-->346 - $ 11,331.25; Funding available as of 12/18/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:41 PM	APRV
2	Norma Silva	Norma Silva	12/18/2009 04:12 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Veronica Ortiz Started On: 12/18/2009 01:29 PM

Final Approval Date: 12/18/2009

DATE: **December 21, 2009**

DEPARTMENT HEAD: **Commissioner Sylvia Handy**

DEPARTMENT NAME: **Pct.# 1 FEMA Projects**

ACCOUNT NUMBER: **9-1280-431-00-121-960-0-XXX**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
433	R & B R&M Services	**673**	Road Materials	**4,532.50**
433	R & B R&M Services	**346**	Hauling	**11,331.25**
			TOTAL	**15,863.75**

REASON: **Need LIT to purchase caliche for fema Project**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19104 **2.S.**

2009 - Pct # 1 FEMA Project

CC CONSENT

Date:	12/22/2009
Submitted By:	Veronica Ortiz, BUDGET & MANAGEMENT
Submitted For:	Robert Elizondo
Department:	COMM. PCT. #1
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Project (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-963-0-XXX

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

BUDGETARY IMPACT:

433-->673 $ 6,090.00; funds available as of 12/18/09

433-->346 $ 15,225.00; funds available as of 12/18/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:40 PM	APRV
2	Ana Galvan	Anna Galvan	12/18/2009 04:23 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Veronica Ortiz Started On: 12/18/2009 01:26 PM

Final Approval Date: 12/18/2009

DATE: **December 21, 2009**

DEPARTMENT HEAD: **Commissioner Sylvia Handy**

DEPARTMENT NAME: **Pct.# 1 FEMA Projects**

ACCOUNT NUMBER: **9-1280-431-00-121-963-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
433	R & B R&M Services	**673**	R & M Supplies - Roads & Bridges	**6,090.00**
433	R & B R&M Services	**346**	Hauling & Freight Services	**15,225.00**
			TOTAL	**21,315.00**

REASON: **Need LIT to purchase caliche for FEMA project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19102 **2.T.**

Pct # 1 FEMA Project

CC CONSENT

Date:	12/22/2009
Submitted By:	Veronica Ortiz, BUDGET & MANAGEMENT
Submitted For:	Robert Elizondo
Department:	COMM. PCT. #1
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Project (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-955-0-XXX

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

BUDGETARY IMPACT:

433-->673 - $ 4,355.00; Funding available as of 12/18/09.
433-->346 - $ 10,887.50; Funding abailable as of 12/18/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:40 PM	APRV
2	Norma Silva	Norma Silva	12/18/2009 04:08 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Veronica Ortiz Started On: 12/18/2009 01:21 PM

Final Approval Date: 12/18/2009

DATE: **December 21, 2009**

DEPARTMENT HEAD: **Commissioner Sylvia Handy**

DEPARTMENT NAME: **Pct.# 1 FEMA Projects**

ACCOUNT NUMBER: **9-1280-431-00-121-955-0-XXX**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
433	R & B R&M Services	**673**	Road Materials	**4,355.00**
433	R & B R&M Services	**346**	Hauling	**10,887.50**
			TOTAL	**15,242.50**

REASON: **Need line item transfer to purchase caliche for FEMA project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19103 **2.U.**

2009 - Pct # 1 FEMA PROJECT

CC CONSENT

Date: 12/22/2009
Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 FEMA Project (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1280-431-00-121-967-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12/18/2009

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:40 PM	APRV
2	JC Carreon	JC Carreon	12/18/2009 04:01 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Veronica Ortiz Started On: 12/18/2009 01:24 PM

Final Approval Date: 12/18/2009

DATE: **December 21, 2009**

DEPARTMENT HEAD: **Commissioner Sylvia Handy**

DEPARTMENT NAME: **Pct.# 1 FEMA Projects**

ACCOUNT NUMBER: **9-1280-431-00-121-967-0-XXX**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
433	R & B R&M Services	**673**	Road Materials	**2,902.50**
			TOTAL	**2,902.50**

REASON: **Need LIT to purchase caliche for fema Project**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19054 **2.V.**

2009 - Pct # 1 R&B (1201)

CC CONSENT

Date: 12/22/2009

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2009 - Pct. #1 R&B (1201)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

613-->626 $ 2,000.00; funds available as of 12/18/09
619-->626 $ 1,500.00; funds available as of 12/18/09
664-->626 $ 2,351.96; funds available as of 12/18/09
672-->626 $ 2,000.00; funds available as of 12/18/09
679-->626 $ 2,000.00; funds available as of 12/18/09
739-->626 $ 1,000.00; funds available as of 12/18/09
748-->626 $ 1,084.26; funds available as of 12/18/09
733-->626 $ 962.24; funds available as of 12/18/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 03:01 PM	APRV
2	Ana Galvan	Anna Galvan	12/18/2009 11:49 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Robert Elizondo Started On: 12/16/2009 03:00 PM

Final Approval Date: 12/18/2009

DATE: December 21, 2009 **MEETING REQUEST DATE:** December 22, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 ROAD & BRIDGE

ACCOUNT NUMBER: 9-1201-431-00-121-005-0-xxx

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9-	1201-	431-	00-	121-	005-	0-	613	Safety Supplies		9-	1201-	431-	00-	121-	005	0-	626	Gasoline/Diesel	$ 2,000.00
9-	1201-	431-	00-	121-	005-	0-	619	Other Misc. Supplies		9-	1201-	431-	00-	121-	005-	0-	626	Gasoline/Diesel	1,500.00
9-	1201-	431-	00-	121-	005-	0-	664	Other Minor Equipment		9-	1201-	431-	00-	121-	005-	0-	626	Gasoline/Diesel	2,351.96
9-	1201-	431-	00-	121-	005-	0-	672	Equip. & Veh. R&M Supplies		9-	1201-	431-	00-	121-	005	0-	626	Gasoline/Diesel	2,000.00
9-	1201-	431-	00-	121-	005-	0-	679	Other R&M Supplies		9-	1201-	431-	00-	121-	005	0-	626	Gasoline/Diesel	2,000.00
9-	1201-	431-	00-	121-	005-	0-	739	Other Structures		9-	1201-	431-	00-	121-	005	0-	626	Gasoline/Diesel	1,000.00
9-	1201-	431-	00-	121-	005-	0-	748	Other Equipment		9-	1201-	431-	00-	121-	005	0-	626	Gasoline/Diesel	1,084.26
9-	1201-	431-	00-	121-	005	0-	733	Drainage Ditches		9-	1201-	431-	00-	121-	005	0-	626	Gasoline/Diesel	962.24
																			12,898.46

REASON: Transfer needed for fuel expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-19036 **2.W.**

Budget Line-Item Transfer for water services

CC CONSENT

Date:	12/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 12/15/2009
From 346----->411 in the amount of $450.00

Attachments

Link: REVISED LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:03 AM	APRV
2	Norma Silva	Norma Silva	12/16/2009 04:34 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 09:52 AM	APRV
4	Dina Trevino	Erika Zamora	12/18/2009 03:31 PM	APRV

Form Started By: Yolanda Cisneros Started On: 12/15/2009 04:25 PM

Final Approval Date: 12/18/2009

DATE: December 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct #2

ACCOUNT NUMBER: 9-1100-432-00-122-001-0-XXX Sanitation

Contact Person: Yoli Cisneros-Administrative Assistant II Ph#: (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICES	411	WATER	$450.00
			TOTAL	$450.00

REASON:
Transfer needed to cover water charges for the end of the year and other expected expenditures.

DEPARTMENT HEAD SIGNATURE

12/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19006 **2.X.**

Budget Line-Item Transfer for advertising

CC CONSENT

Date:	12/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding availabe as of 12/15/2009
From 890------->540 in the amount of $1,500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:49 PM	APRV
2	JC Carreon	JC Carreon	12/15/2009 03:20 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 08:45 AM	APRV

Form Started By: Yolanda Cisneros Started On: 12/14/2009 01:54 PM

Final Approval Date: 12/18/2009

DATE: **December 14, 2009**

2009
Transfer

DEPARTMENT HEAD: **Hector "Tito" Palacios**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2**

ACCOUNT NUMBER: **9-1202-431-00-122-006-0-XXX Road & Bridge**

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	540	ADVERTISING	$1,500.00
			TOTAL	**$1,500.00**

REASON:
Transfer needed to cover expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

12/14/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19012 **2.Y.**

Budget Line-Item Transfer for Electricity expenditure.

CC CONSENT

Date:	12/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 12/15/2009
From 626------>622 in the amount of $250.00
From 640------>622 in the amount of $200.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:00 AM	APRV
2	Ana Galvan	Anna Galvan	12/17/2009 03:49 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 08:46 AM	APRV

Form Started By: Yolanda Cisneros Started On: 12/14/2009 04:31 PM

Final Approval Date: 12/18/2009

DATE: December 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX County Wide Shop

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
626	GASOLINE / DIESEL	622	ELECTRICITY	$250.00
640	REFERENCE MATERIALS	622	ELECTRICITY	$200.00
			TOTAL	**$450.00**

REASON:
Transfer needed to cover end of the year electricity costs.

DEPARTMENT HEAD SIGNATURE

12/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19013 **2.Z.**

Budget Line-Item Transfer for electricity expenditure.

CC CONSENT

Date:	12/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Administration (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 12/15/2009
From 550----->622 in the amount of $300.00
From 584----->622 in the amount of $500.00
From 671----->622 in the amount of $550.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:01 AM	APRV
2	Norma Silva	Norma Silva	12/16/2009 10:47 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 08:47 AM	APRV

Form Started By: Yolanda Cisneros Started On: 12/14/2009 04:32 PM

Final Approval Date: 12/18/2009

DATE: December 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-005-0-XXX Administration

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	PRINTING & BINDING	622	ELECTRICITY	$300.00
584	REGISTRATION FEES	622	ELECTRICITY	$500.00
671	BUILDING & OTHER STRUC R&M SUPPLY	622	ELECTRICITY	$600.00
			TOTAL	**$1,400.00**

REASON:
Transfer needed to cover end of the year electricity cost.

DEPARTMENT HEAD SIGNATURE

12/15/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19000 **2.AA.**

Pct #3 Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 P/U Roads (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:29 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:13 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 02:33 PM	APRV

Form Started By: Norma Ceballos Started On: 12/14/2009 09:59 AM

Final Approval Date: 12/18/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/22/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	P/U Rd-Other	343	P/U Rd. - Laundry & Dry Cleaning	$ 4,000.00
890	P/U Rd-Other	613	P/U Rd. - Safety Supplies	$ 1,000.00
			TOTAL	**$ 5,000.00**

REASON: For Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18998 **2.BB.**

Pct #3 Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

432-->622 $ 1,300.00; funds available as of 12/17/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/14/2009 11:29 AM	APRV
2	Ana Galvan	Anna Galvan	12/17/2009 03:43 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 08:44 AM	APRV

Form Started By: Norma Ceballos Started On: 12/14/2009 09:09 AM

Final Approval Date: 12/18/2009

INTRADEPARTMENTAL TRANSFER

DATE: December 22, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's) in accordance with Local Government Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	**Equipment & Vehicles R&M Services**	**622**	**Electricity**	**$ 1,300.00**
			TOTAL	**$ 1,300.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19029 **2.CC.**

Pct #3 Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-470-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:01 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:16 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Norma Ceballos Started On: 12/15/2009 02:17 PM

Final Approval Date: 12/18/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/22/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-123-470-1-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
899	Monica Acres - Contingency	339	Monica Acres - Other Prof. Services	$ 462.70
			TOTAL	**$ 462.70**

REASON: To cover expected expenses. Construction Material Testing

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19033 **2.DD.**

Pct #3 Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-123-911-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12/16/2009

Attachments

Link: REVISED LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:02 AM	APRV
2	JC Carreon	JC Carreon	12/16/2009 10:16 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 09:55 AM	APRV
4	Dina Trevino	Erika Zamora	12/18/2009 10:34 AM	APRV

Form Started By: Norma Ceballos Started On: 12/15/2009 03:18 PM

Final Approval Date: 12/18/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/15/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1311)

ACCOUNT NUMBER: 9-1311-431-00-123-911-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
733	Resub Plat Jimenez S/D Drainage Ditches	339	Resub Plat Jimenez Other Prof Srv	$ 332.70
			TOTAL	**$ 332.70**

REASON: To cover expected expenses for construction material testing.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19043 **2.EE.**

Pct #3 Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Adm. (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-004-0-XXX

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

BUDGETARY IMPACT:

604-->664 $ 300.00; funds available as of 12/17/09
607-->664 $ 496.66; funds available as of 12/17/09
745-->664 $ 1,055.43; funds available as of 12/17/09
810-->622 $ 35.00; funds available as of 12/17/09
431-->622 $ 1,164.00; funds available as of 12/17/09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 11:25 AM	APRV
2	Ana Galvan	Anna Galvan	12/17/2009 04:21 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2009 09:58 AM	APRV

Form Started By: Norma Ceballos Started On: 12/16/2009 10:51 AM

Final Approval Date: 12/18/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/22/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-004-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
604	Pct 3 Adm.- Medical & Lab Supplies	664	Pct #3 Adm. -Other Minor Equip	$ 300.00
607	Pct 3 Adm.- Household & Janitorial Sup	664	Pct #3 Adm. - Other Minor Equip	$ 496.66
745	Pct 3 Adm.- Computer Equipment	664	Pct #3 Adm. - Other Minor Equip	$ 1,055.43
810	Pct 3 Adm. - Dues & Memberships	622	Pct #3 Adm. -Electricity	$ 35.00
431	Pct 3 Adm. - Bldg & Other Struc	622	Pct #3 Adm. -Electricity	$ 1,164.00
			TOTAL	**$ 3,051.09**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19069 **2.FF.**

Pct #3 Transfer

CC CONSENT

Date: 12/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 P/U Roads (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-350-0-XXX

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

BUDGETARY IMPACT:

731-->339 - $ 1,415.65; Funding available as of 12/18/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 11:09 AM	APRV
2	Norma Silva	Norma Silva	12/18/2009 11:28 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Norma Ceballos Started On: 12/17/2009 10:03 AM

Final Approval Date: 12/18/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/22/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-350-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
731	Pct #3 Jessan S/D Roads	339	Pct #3 Jessan S/D - Other Prof. Srv	$ 1,415.65
			TOTAL	**$ 1,415.65**

REASON: For construction material testing.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19100 **2.GG.**

Pct. #4 Landfill (1100)

CC CONSENT

Date: 12/22/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION
2009 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 12/18/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:39 PM	APRV
2	Ana Galvan	Anna Galvan	12/18/2009 03:42 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Jr. Munoz
Started On: 12/18/2009 12:04 PM

Final Approval Date: 12/18/2009

DATE: December 18, 2009 **AI#** 19100

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 9-1100-432-00-124-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Phone# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
442	Equipment & VehIcle Rentals	421	Disposal	76.00
532	Wireless Devices	421	Disposal	94.00
604	Medical & Lab Supplies	421	Disposal	3.91
605	Clothing & Uniforms	421	Disposal	128.04
607	Household & Janitorial Supplies	421	Disposal	424.44
609	Agri & Landscaping Supplies	421	Disposal	12.43
613	Safety Supplies	421	Disposal	351.43
626	Gasoline/Diesel	421	Disposal	4,400.72
671	Building & Other Struc R&M Suplies	421	Disposal	100.28
672	Equip & Vehicle R&M Supplies	421	Disposal	3,000.00
			TOTAL	8,591.25

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19038 **2.HH.**

Pct. #4 Administration (1204)

CC CONSENT

Date: 12/22/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Administration (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:04 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/18/2009 11:19 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Jr. Munoz Started On: 12/16/2009 07:55 AM

Final Approval Date: 12/18/2009

DATE: 12/16/09 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 9-1204-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
550	Printing & Binding	780	Capital Leases	282.47
			TOTAL	282.47

REASON: To expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19090 **2.II.**

Pct. #4 R&B (1204)

CC CONSENT

Date: 12/22/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION
2009 - Pct. #4 R&B (1204)

BACKGROUND
Funds to cover Agenda Item AI-18983

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
673-->432 - $ 5,000.00; Funding available as of 12/18/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 09:13 AM	APRV
2	Norma Silva	Norma Silva	12/18/2009 03:04 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Jr. Munoz Started On: 12/18/2009 09:08 AM

Final Approval Date: 12/18/2009

DATE: 12/21/09 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
673	R&M Supplies	432	Equip & Veh R&M Srv	5,000.00
				-
			TOTAL	5,000.00

REASON: To cover agenda item AI-18983.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-19005 **3.A.**

BCAP Inter-LIT Resub Plat Jimenez Subdivision Pct. No. 3

CC CONSENT

Date:	12/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

BCAP (1311):
Approval of 2009 interdepartmental transfer from BCAP Pct. 3 Round II program (000) to Resub Plat Jimenez S/D program (911) in the amount of $715.15 to fund the completion of project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1311-431-00-123-000-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Available funds as of 12/16/09.

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:41 AM	APRV
2	Perla Lopez	Perla Lopez	12/16/2009 10:34 AM	APRV
3	Auditor's Office	Angela Garcia	12/16/2009 04:16 PM	APRV
4	Perla Lopez	Perla Lopez	12/17/2009 08:31 AM	APRV
5	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Marcie Jackson

Started On: 12/14/2009 01:47 PM

Final Approval Date: 12/18/2009

DATE: December 14, 2009

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 3 (1311)

ACCOUNT NUMBER: 9-1311-431-00-123-XXX-0-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

2009
Transfer

AI-19005 12/22/09

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
9-1311-431-00-123-000-0-899	PCT.3 BCAP ROUND II-CONTINGENCY	$ (715.15)
9-1311-431-00-123-911-0-733	RESUB PLAT JIMENEZ S/D-DRAINAGE DITCHES	$ 711.15
9-1311-431-00-123-911-0-731	RESUB PLAT JIMENEZ S/D-ROADS	$ 4.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-19084 **3.B.**

Interdept transfer from Constable Pct. 3 to Facilities Management (1100)-replacement of carpet

CC CONSENT

Date:	12/22/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Facilities Management (1100):
Approval of interdepartmental transfer from Constable Pct. 3 to Facilities Management in the amount of $1000.00 to fund carpet replacement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-XX-2XX-001-0-671

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

BUDGETARY IMPACT:

9-1100-421-00-293-001-0-671 --> 9-1100-419-40-220-001-0-671 $1,000.00; to fund purchase of new carpet on behalf of the Constable Pct. 3.

Funds available as of 12-17-09.

Attachments

Link: Constable Pct. 3 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/17/2009 04:24 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:36 PM	APRV
3	Olga Garza	Olga Garza	12/18/2009 09:38 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Ivan Cantu Started On: 12/17/2009 04:08 PM

Final Approval Date: 12/18/2009

DATE: December 17, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Facilities Management

ACCOUNT NUMBER: 9-1100-4XX-XX-2XX-001-0-671

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-421-00-293-001-0- 671	Constable Pct. 3-	Bldg & Other-R & M Supplies	(1,000.00)
TO			
9-1100-419-40-220-001-0- 671	Facilities Mgmt-	Bldg & Other-R & M Supplies	1,000.00

AI-19014 **3.C.**

Interdepartmental transfer - Jury Fees

CC CONSENT

Date:	12/22/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Jury Fees (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm to Jury Fees in the amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-41X-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 12/14/09.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/16/2009 10:34 AM	APRV
2	Budget & Management	Erika Zamora	12/16/2009 11:22 AM	APRV
3	Erika Zamora	Erika Zamora	12/18/2009 03:47 PM	APRV
4	Auditor's Office	Angela Garcia	12/18/2009 05:11 PM	APRV

Form Started By: Sylvia Solis Started On: 12/14/2009 04:48 PM

Final Approval Date: 12/18/2009

DATE: December 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Jury Fees

ACCOUNT NUMBER: 9-1100-41X-X0-115-0XX-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	(50,000.00)
TO			
9-1100-412-20-115-015-0- 832	JURY FEES -	JURORS	50,000.00
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer to fund current and anticipating jury fees.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-19011 **3.D.**

Inter-Departmental Transfer for LJ Pond Drainage Project

CC CONSENT

Date:	12/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Pct No.2 Drainage Improvement Project (program 034) into Pct No.2 LJ Pond, (program 045) for Land in the amount of $15,000.00 .

BACKGROUND

Parcel B & Parcel #16 of Attorney Fees

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 as of 12/14/2009
9-1339-431-00-122-034-0-890------>9-1339-431-00-122-045-0-719 in the amount of $15,000.00.

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:50 PM	APRV
2	Roland Garcia	Rolando Garcia	12/17/2009 11:46 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Yolanda Cisneros Started On: 12/14/2009 03:47 PM

Final Approval Date: 12/18/2009

DATE: December 14, 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	(15,000.00)
9-1339-431-00-122-045-0-719	CO2009 Pct2 L J POND - LAND	$15,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to cover attorney fees for LJ Pond Drainage project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19010 **3.E.**

Inter-Departmental Transfer for McColl Road Off-Site Drain Ditch

CC CONSENT

Date:	12/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Pct No.2 Fund (1202) from R&B (program 006) to Pct No.2 McColl Road Off-Site Drain Ditch (program 047) in the amount of $50,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 12/14/2009
9-1202-431-00-122-006-0-711------>9-1202-431-00-122-047-0-711 in the amount of $25,000.00
9-1202-431-00-122-006-0-711------>9-1202-431-00-122-047-0-733 in the amount of $25,000.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 01:49 PM	APRV
2	Roland Garcia	Rolando Garcia	12/17/2009 09:11 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Yolanda Cisneros Started On: 12/14/2009 03:30 PM

Final Approval Date: 12/18/2009

DATE: December 14, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX Road & Bridge

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
9-1202-431-00-122-006-0-711	PCT2 P/U RD - ROW	(50,000.00)
9-1202-431-00-122-047-0-711	PCT2-MCCOLL RD Off-Site Drain Ditch - ROW	$25,000.00
9-1202-431-00-122-047-0-733	PCT2-MCCOLL RD Off-Site Drain Ditch - Drainage Ditches	$25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE (PROGRAM 006) to PCT2 McCOLL ROAD OFF-SITE DRAIN DITCH for expected expenditures of project. (Program # provided by Linda Fong Auditors' Office on 11/19/2009).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19098 **3.F.**

Interdepartmental Transfer- Pct #4- Drainage Improvement Project(1339)
CC CONSENT

Date: 12/22/2009
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to San Carlos Drain (program 050) in the amount of $2,250.00.

BACKGROUND

This request will cover Invoice#73009 from South Texas Land Investigations

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 12-18-09.
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-050-0-733 $2,250.00

Attachments

Link: interdept transfer
Link: Invoice - reference

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 02:57 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2009 03:21 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW
Form Started By: TONI MATA			Started On: 12/18/2009 11:47 AM	
Final Approval Date: 12/18/2009				

DATE: December 18, 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 X4024

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	< 2,250.00 >
To:		
9-1339-431-00-124-050-0-733	CO2009 Pct4 San Carlos Drain-Dr. Ditches	$2,250.00
	TOTAL BUDGET INCREASE (DECREASE)	-0- ~~2,250.00~~

REASON:
Transfer to cover the payment of invoice#73009 for San Carlos Drain.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ / DATE

ATTEST COUNTY CLERK

SOUTH TEXAS LAND INVESTIGATIONS
315 EAST McINTYRE STREET
EDINBURG, TEXAS 78541
PHONE (956) 383-1656
FAX (956) 380-0428
E-MAIL.: george@landtitleusa.com

INVOICE
NO. 73009

DATE: **July 30, 2009**

BILL TO: **HIDALGO COUNTY PRECINCT #4**
C/O **HIDALGO COUNTY RIGHT OF WAY DEPARTMENT**
509 E. Earling Road
San Juan, Texas 78589

2009 DEC 2 AM 11 25
COUNTY AUDITOR

Project Name: [RE: "SAN CARLOS DRAIN"]
PURCHASE ORDER # 621843
CONTRACT # C-09-032-02-24

For professional services rendered in connection with the preparation of the following **Title Reports,** covering a portion of said project and being as follows to-wit:

REPORT #	OWNER:	
1439308	HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	$450.00
1456738	HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	$450.00
500685	MICHAEL FIKE	$450.00
52601334977	The Estate of WILLARD FIKE, DECEASED	$450.00
122601334977	The Estate of WILLARD FIKE, DECEASED	$450.00

TOTAL AMOUNT DUE **$2,250.00**

Invoice Received By: _____ on 10/06/09
Goods/Services Received By: _____ on 10/30/09

9-1339-431-00-124-050-0-733
Pct.# 6604
Pur. Req.# 154049
P.O.# 621843

HIDALGO COUNTY PCT. #4
RECEIVED BY
OCT 06 2009
DRAINAGE DEPT.
EDINBURG, TEXAS 78542

AI-19098 12/29/09

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU !
"ACCEPT CHALLENGES, SO THAT YOU MAY FEEL THE EXHILARATION OF VICTORY"

AI-19052 **4.A.**

Interfund Transfer from Parks Co. Wide (1210) to Parks Pct. 4 (1214)-Salaries & Fringes

CC CONSENT

Date: 12/22/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT

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 $29,605.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Fund 1210
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $29,605.00 to fund salaries & related fringe benefit expenditures available in Parks Co. Wide fund balance as of 12-16-09.

Attachments

Link: Interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 04:51 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2009 09:56 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Sylvia Solis Started On: 12/16/2009 02:52 PM

Final Approval Date: 12/18/2009

DATE: December 16, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Precinct No. 4 - Parks

ACCOUNT NUMBER: 9-1214-452-00-124-009-0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

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		
9-1210-491-01-000-214-0-891	**Transfer Out - Pct. 4 Parks**	**29,605.00**
TO		
9-1214-391-01-000-210-0-000	**Transfer In - Parks Co. Wide**	**29,605.00**
9-1214-452-00-124-009-0- 113	Pct. 4 Parks-Reg. F/T Employees	25,100.00
9-1214-452-00-124-009-0- 211	Pct. 4 Parks-Health Insurance	360.00
9-1214-452-00-124-009-0- 220	Pct. 4 Parks-FICA	1,895.00
9-1214-452-00-124-009-0- 230	Pct. 4 Parks-Retirement	2,250.00
	TOTAL BUDGET INCREASE (DECREASE)	**29,605.00**

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-19057 **5.B.**

Planning Department

CC CONSENT

Date:	12/22/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Final Approval of Subdivision Plat:
   Almanza Subdivision – Pct. 3 (Lazaro Almanza)

2. Reimbursement of Cash Deposit:
   Godina Subdivision – Pct. 3 (Maria Smith)

BACKGROUND

Fiscal Impact

Attachments

Link: Almanza - Final

Link: Almanza;F Plat

Link: Godina - 2nd reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 04:53 PM	APRV
2	Olga Garza	Olga Garza	12/17/2009 04:26 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Nora Cavazos — Started On: 12/16/2009 03:19 PM

Final Approval Date: 12/18/2009

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: December 16, 2009

RE: **Almanza Subdivision – Pct. 3**
Final Approval of Subdivision Plat

Almanza Subdivision is a two (2) lot subdivision located on the West side of Los Charros Drive, an internal road from Carlos Acres Subdivision, on the South side of Business 83 approximately one mile West from Abram Road.

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

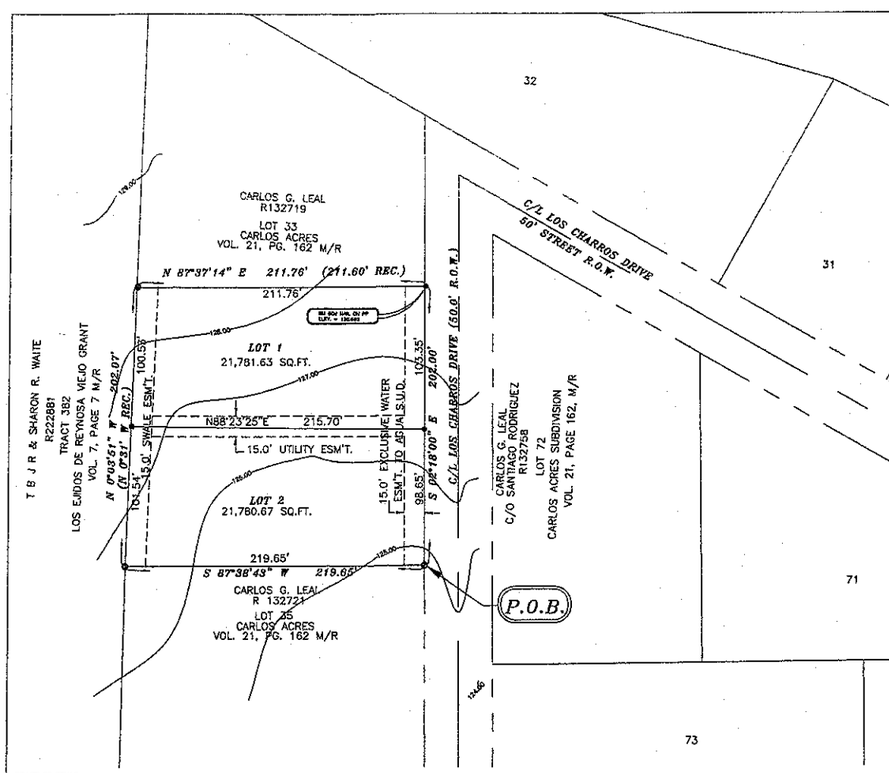
The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 17, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

Sanitary 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 Los Charros Drive that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on July 28, 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 **November 17, 2009.**



SCALE 1"= 50'

SUBDIVISION PLAT OF ALMANZA SUBDIVISION

BEING A 1.000 ACRE TRACT OF LAND OUT OF ALL OF LOT 34, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOL. 21, PG. 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND

● 1/2" IRON ROD SET

○ 1/2" IRON PIPE FOUND

NO.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS DESCRIPTION

BEING A 1.000 ACRE TRACT OF LAND OUT OF ALL OF LOT 34, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID LOT 34 BEING DESCRIBED BY WARRANTY DEED DATED JUNE 21, 1990 FROM CARLOS G. LEAL TO LAZARO R. ALMANZA AND WIFE, CAYETANA H. ALMANZA, SAID WARRANTY DEED RECORDED IN VOLUME 3071, PAGE 517 IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, HIDALGO COUNTY, TEXAS, SAID LOT 34 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND, AT THE SOUTHEAST CORNER OF LOT 34 AND THE WEST RIGHT OF WAY LINE OF A 50.00' STREET, AND THE SOUTHEAST CORNER OF THIS TRACT;

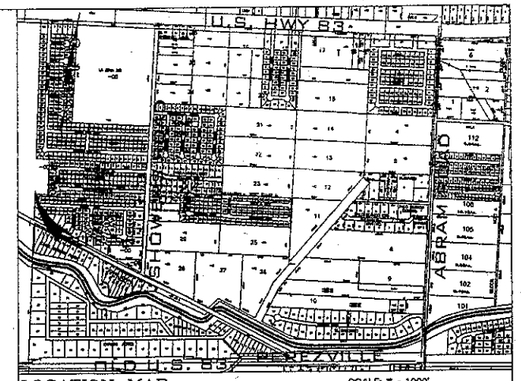
THENCE, S 87°38'43" W, A DISTANCE OF 219.65 FEET TO A 1/2" IRON ROD PIPE FOUND TO THE SOUTHWEST CORNER OF LOT 34, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00°03'51" W (N 00°31'00" W REC.), ALONG THE WEST LINE OF LOT 34, A DISTANCE OF 202.07 FEET TO A 1/2" IRON PIPE FOUND ON THE NORTHWEST CORNER OF LOT 34, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 87°37'14" E, ALONG THE NORTH LINE OF LOT 34, A DISTANCE OF 211.76 FEET (211.60' REC.), TO A 1/2" IRON ROD SET WITH CAP "RPLS 5303", ON THE NORTHEAST CORNER OF LOT 34 AND THE WEST RIGHT OF WAY LINE OF A 50.00' STREET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 02°16'00" E, ALONG THE EAST LINE OF LOT 34 AND THE WEST RIGHT OF WAY LINE OF SAID 50.00' STREET, A DISTANCE OF 202.00 FEET TO A 1/2" IRON PIPE FOUND ON THE SOUTHEAST CORNER OF LOT 34, FOR THE POINT OF BEGINNING, FOR THE SOUTHEAST CORNER OF THIS TRACT, CONTAINING 1.000 ACRES, MORE OR LESS.

BASIS OF BEARING (S 00°03'51" E), A 1/2" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 34 AND A 1/2" IRON PIPE FOUND AT THE SOUTHWEST CORNER OF LOT 38, CARLOS ACRES SUBDIVISION, VOLUME 21, PAGE 162, HIDALGO COUNTY MAP RECORDS.



LOCATION MAP SCALE 1" = 1000'

PREPARED BY: HINOJOSA ENGINEERING, INC.
108 W. 18TH STREET
MISSION, TEXAS 78572

DATE PREPARED: SEPT. 30, 2009
DATE SURVEYED: JUNE-21-05
PROJECT NO. 05-193

SUBDIVISION PLAT OF
ALMANZA SUBDIVISION

BEING A 1.000 ACRE TRACT OF LAND OUT OF ALL OF LOT 34, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS. ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOL. 21, PG. 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PLAT SHEET 1 OF 2

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALMANZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: _____
HIDALGO COUNTY CLERK _____ DATE _____

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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 THE TEXAS WATER CODE 46 .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: _____

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY PLAN FOR ALMANZA 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 THIS 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

GENERAL PLAT NOTES AND RESTRICITONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"

ZONE "C" AREAS DETERMINED TO BE OF MINIMAL FLOODING. (NO SHADING) COMMUNITY PANEL NO. 480334 0400 C – EFFECTIVE DATE: NOVEMBER 16, 1982

THE AREAS WITHIN WITH IN THE DRAINAGE EASEMENT ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0400 C EFFECTIVE DATE NOVEMBER 16, 1982. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS; AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN MINIMAL FLOODING (NO SHADING). NO OTHER ARE WITHIN THE PROPOSED SUBDIVISION

CONSTRICTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 30 FEET
SIDES: 15 FEET
REAR: 15.0 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING LOTS 1 AND 2. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE 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 BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 – ELEV. 128.665 DESCRIPTION: A 60d NAIL SET ON A POWER POLE ON THE NORTHEAST SIDE OF THIS SUBDIVISION.

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 1,997 CUBIC-FEET (0.05 ACRE-FEET) LOT 1 998.5 AND LOT 2 998.5 OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: WITH ON-SITE SWALES ON THE WEST SIDE OF THE PROPERTY.

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

8. 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. 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.

CONT. GENERAL PLAT NOTES AND RESTRICITONS:

10. 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 DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

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

13. CAYETANA ALMANZA, THE OWNER(S) & SUBDIVIDER(S) OF ALMANZA SUBDIVISION. RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 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.

15. FIRE HYDRANTS INSTALLED WITHIN AGUA SUD'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE AGUA SUD AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE AGUA SUD TO MEET FIRE FLOW REQUIREMENTS.

16. NO SIDEWALKS REQUIRED ON THIS RE-PLAT.

17. ALL LOTS IN ALMANZA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN ALMANZA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF ALMANZA 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 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 ALMANZA SUBDIVISION BECAUSE AN ALTERNATE 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 ALMANZA 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 ALMANZA 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.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNERS DEDICATION, CERTIFICATION AND ATTESTATION

I, THE UNDERSIGNED, CAYETANA ALMANZA, AS OWNER(S) OF THE 1.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED, ALMANZA SUBDIVISION, HEREBY DEDICATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A). THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(B). SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS.

(C). ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D). GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

OWNER: CAYETANA ALMANZA
RT. 3 BOX 123-34
MISSION, TEXAS 78572

STATE OF TEXAS:
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED TRUSTEES, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 2009.

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

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRA TERRITORIAL JURISDICTION OF A MUNICIPALITY:

ALMANZA SUBDIVISION IS LOCATED IN THE WEST PART OF HIDALGO COUNTY, TEXAS. SOUTH OF BUSINESS HIGHWAY 83, APPROXIMATELY 5,600 FEET WEST OF ABRAM ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION APPROXIMATELY ONE MILE EAST OF THE ALMANZA SUBDIVISION, ACCORDING TO OFFICIAL MAPS IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 63,272). ALMANZA SUBDIVISION LIES IN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

STATE OF TEXAS
COUNTY OF HIDALGO

I, RICARDO HINOJOSA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

RICARDO HINOJOSA, P.E.
REG. PROFESSIONAL ENGINEER No. 65228

STATE OF TEXAS
R. HINOJOSA
65228
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF ALMANZA SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

JORGE RODRIGUEZ, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR No. 5303
SURVEY DATE: 06-21-05

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF ALMANZA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2009

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALMANZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION _____ DATE _____

ATTEST: _____
CITY SECRETARY _____ DATE _____

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: CAYETANA ALMANZA	RT. 3 BOX 123-34	MISSION, TX 78572	(956) 458-6588	(956) NONE
ENGINEER: RICARDO HINOJOSA	108 W. 18TH STREET	MISSION, TX 78572	(956) 581-0143	(956) 581-2074
SURVEYOR: JORGE RODRIGUEZ	521 E. TRENTON RD.	EDINBURG, TX 78539	(956) 383-1800	(956) NONE

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngineering@aol.com
REG. NO. F – 908

INDEX TO SHEET OF ALMANZA SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTAINS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE WHO PRECINCT THE PROJECT IS SITUATED; B.M.(S) NO. 1 ELEVATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BOOK FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES.

F:\PROJECTS\Subdivision Plats\05-193 ALMANZA SUBDIV\p-01_1.DWG

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PLANNING DEPARTMENT
County Of Hidalgo

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

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: DECEMBER 16, 2009

RE: GODINA SUBDIVISION – PCT. 3

ON APRIL 08, 2003, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE REMAINING CASH DEPOSIT. ATTACHED IS A LETTER FROM THE CITY OF MISSION STATING THAT GODINA SUBDIVISION WILL BE CONNECTING TO THE SANITARY SEWER SYSTEM THEREFORE A SEPTIC TANK SYSTEM WILL NOT BE REQUIRED.

STAFF RECOMMENDS APPROVAL FOR A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 2,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 0

FICIAL RECEIPT FOR FEES

HIDALGO COUNTY PLANNING DEPARTMENT
FLOOD CONTROL PROGRAM

RECEIPT Nº 0055071

3-18 2003

CEIVED OF: Mrs. Maria G. Smith $2,000.00

two thousand and 00/100 DOLLARS

E NO. _____ DEVELOPER: _____

BDIVISION: Sedona Subdivision PCT. NO.: _____

OOD CONTROL FEES -365-000-00		
ILDING		
CHANICAL-ELECTRICAL		
UNDATION		
HER		

SUBDIVISION FEES 010-341-400-00		
FILING FEE		
INSPECTION FEE		
OTHER Septics	2000	00

ENGINEERING FEES PAYABLE 010-202-401-00		
ENGINEERING FEES		
DEFERRED REVENUE ----229-----00		
⅛ PAVING DEPOSIT		

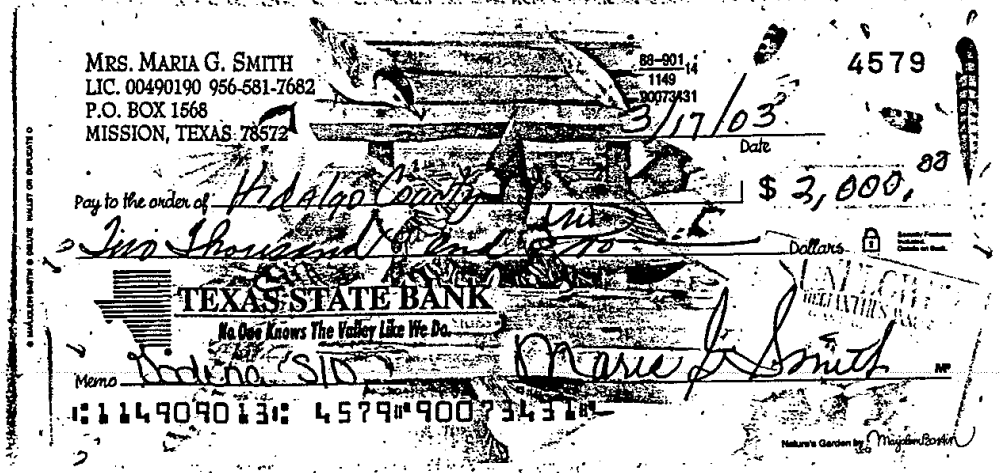
TOTAL 2,000.00

O. ☐

ECK ☑ # 4579 CASH ☐

PREPARED BY:

1) FORM — ECFD 001: REV. 5-97



Norberto "Beto" Salinas, Mayor
Leonel Olivarez, Mayor Pro Tem
Maria Elena Ramirez, Councilwoman

Ruben Plata, Councilman
Norie Gonzalez Garza, Councilwoman
Julio Cerda, P.E., City Manager

CITY OF MISSION

"Home of the Grapefruit"

December 9, 2009

Mr. Raul Sesin, P.E., Planning Administrator
COUNTY OF HIDALGO PLANNING DEPT.
1304 South 25th Street
Edinburg, Texas 78542

Dear Raul,

Please consider this correspondence as attesting that Mr. Juan Ayala, owner of Lot 2, Godina Subdivision, will be connecting onto the City of Mission's sanitary sewer line along Trosper Road which was un-available when Godina was recorded in 2003. A private sanitary sewer service line easement has been secured from Mr. Jose Ayala, the property owner to the immediate west which is also Juan's brother.

This letter is provided upon request and to attest that Lot 2, Godina will have sanitary sewer and will not be using a septic tanks. As you may know, Godina was annexed in 2009. Finally, a building permit has been issued for a single-family home on Lot 2, Godina by the City of Mission with the encumbrance of connecting to sanitary sewer.

Should you have any questions, feel free to call me at your convenience.

Here's hoping you and your great staff have a great and safe Christmas!!

Respectfully,

Sergio Zavala
Planning Director

cc: Godina Subd. File
Bldg. Permit File

1201 E. 8th St. • Mission, Texas 78572 • www.missiontexas.us

AI-18969 **6.A.**

D.A. Checks Report - November 2009

CC CONSENT

Date:	12/22/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval November 2009 monthy fees report.

BACKGROUND

D.A. Checks Report - November 2009

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding required; no budgetary impact.

Attachments

Link: DAHC1109

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/10/2009 03:56 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/11/2009 09:08 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Roy Cazares — Started On: 12/10/2009 03:30 PM

Final Approval Date: 12/18/2009

COPY

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED November 30, 2009

MONIES RECEIVED

BEGINNING RECEIPT #	82533	ENDING RECEIPT #	82949

TOTAL RECEIPTS FOR THIS MONTH:	417
TOTAL RECEIPTS VOIDED THIS MONTH:	2

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$196,218.65
Court Costs Collected This Month	*CCP Art. 102.0071*	16,628.50
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	17,054.10
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	5,810.00
Overpayments/Refunds for This Month		750.38
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$236,461.63

DISBURSEMENTS

BEGINNING CHECK #	178358	ENDING CHECK #	178666

TOTAL CHECKS FOR THIS MONTH:	309
TOTAL CHECKS VOIDED THIS MONTH:	2

Restitution Disbursed This Month	$196,266.54
Court Costs Disbursed This Month	16,628.50
Processing Fees Disbursed- County Treasurer	17,054.10
Merchant Fees Disbursed This Month	5,810.00
Refunds of Overpayments to Defendants	702.49
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	727.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$237,188.63

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 12/07/09

Prepared By — Date: 12-8-09

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-19027 **6.B.**

County Clerk Monthly Reports

CC CONSENT

Date:	12/22/2009
Submitted By:	Delia Rodriguez, COUNTY CLERK
Submitted For:	Delia Rodriguez
Department:	COUNTY CLERK
Agenda Category:	Monthly Fee Reports

Information

CAPTION

County Clerk:
Approval of November 2009 monthly fee report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: Coverpage
Link: Fee Account
Link: Civil & Probate Court Costs
Link: Criminal Court Costs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2009 02:31 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/15/2009 03:48 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Delia Rodriguez Started On: 12/15/2009 02:04 PM

Final Approval Date: 12/18/2009

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

TO: Monica Badillo, Agenda Coordinator

FROM: Arturo Guajardo, Jr., County Clerk

DATE December 14, 2009

SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for December 22, 2009.

FEE AND COURT COST MONTHLY REPORTS FOR NOVEMBER, 2009 AS FOLLOWS:

FEE ACCOUNT	$ 240,096.04
CRIMINAL COURT COST	$ 125,966.20
CIVIL & PROBATE COURT	$ 103,361.38
TOTALS NOV. 2009 COLLECTIONS	$ 469,423.62

If you have any questions please do not hesitate to contact me.

AG/bs

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

COUNTY CLERK MONTHLY FEE REPORT

NOVEMBER
2009
******COUNTY CLERK FEE ACCOUNT******

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10					$108,713.60	
MARRIAGE LICENSES/LGC118.018 (TOTAL)					$10,015.00	
STATE COMPTROLLER						
MARRIAGE LICENSE	# Filed	328			$9,840.00	
BIRTH CERTIFICATES	# Filed	484			$871.20	
BIRTH DSHS	# Filed	32			$58.56	
DECLARATION OF INFORMAL MARRIAGE	# Filed	14			$175.00	
UCC-FINANCING STATEMENTS/BCC9.403					$932.00	
LAMINATION					$80.00	
VITAL STATISTICS/LGC 118.015						
CERTIFIED COPIES/LGC 118.014					$25,229.24	
RETURNED CHECK CHARGE/LGC 118.0215					$40.00	
REFUNDS					$1,710.50	
BEER & WINE PERMITS/ABC 61.31					$0.00	
PRINTER FEES/ABC 61.38					$234.40	
RECEIVED ON ACCOUNT					$52,877.80	
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216					$38,473.00	
DIGITAL IMAGE FEES					$1,500.00	
CC RECORDS ARCHIVES FEE LGC 118.025					$42,776.00	
COURTHOUSE SECURITY FUND/LGC 291.008					$7,938.00	
VITAL ARCHIVE FEE HSC 191.0045(h)					$1,075.00	
OVER/(SHORT)					$6.00	
INTEREST EARNED					$0.00	
ADJUSTMENTS					$0.00	
TOTAL CHARGES AND COLLECTIONS						$302,545.30
LESS:						
CHARGES ON ACCOUNT						$60,439.80
TOTAL DEPOSITED IN BANK						$242,105.50
LESS:						
PRINTERS FEES/ABC 61.38					$234.40	
BIRTH DSHS					$58.56	
REFUNDS					$1,710.50	
OVER/(SHORT)					$6.00	
SUBTOTAL						$2,009.46
DUE TO TREASURER						$240,096.04
DISTRIBUTION:						
COUNTY CLERK FEES				1100-341-10-180-002-0-000	$137,447.84	
INTEREST EARNED				1100-361-11-000-006-0-000	$0.00	
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216				1237-341-10-180-000-0-000	$38,473.00	
DIGITAL IMAGE FEES				1100-341-10-180-013-0-000	$1,500.00	
CC RECORDS ARCHIVE FEE LGC 118.025				1100-341-10-180-005-0-000	$42,776.00	
COURTHOUSE SECURITY FUND/LGC 291.008				1241-341-10-180-001-0-000	$7,938.00	
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a)				1100-207-20-000-040-0-000	$9,840.00	
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b)				1100-207-20-000-039-0-000	$871.20	
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a)				1100-207-20-000-041-0-000	$175.00	
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h)				1100-341-10-180-010-0-000	$1,075.00	
DISTRIBUTION TOTAL:					$0.00	$240,096.04

COUNTY AUDITOR'S FORM: ARS-CC-002, PART I
REVISED 2004

PREPARED BY: *M Cuellar* 12/14/09
MARY CUELLAR DEPUTY CLERK DATE

APPROVAL: 12/14/09
COUNTY CLERK ARTURO GUAJARDO, JR. DATE

HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
NOVEMBER 2009

County Clerk/CCP102.005,LGC118.052,LGC118.015				1100-341-10-180-002-0-000	$24,190.63
Sheriff/CCP 102.011				1100-342-10-180-001-0-000	$5,090.00
County Judge/LGC 118.101				1100-341-10-180-001-0-000	$204.00
Library/LGC 323.023				1247-341-10-180-001-0-000	$8,520.00
Stenographer/GC 25.1102f				1100-341-10-180-006-0-000	$6,400.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A				1100-341-10-180-008-0-000	$1,276.00
Jury - County Clerk				1100-341-10-180-008-0-000	$0.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ $1.00				1100-207-20-000-027-0-000	$0.00
Probate Judge Education Fd/LGC 118.064				1100-341-10-180-007-0-000	$114.00
General Fund Miscellaneous Revenues				1100-360-00-000-000-0-000	$0.00
Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10.00		#Cases	283	1100-207-20-000-048-0-000	$1,415.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10		#Cases	39	1100-207-20-000-047-0-000	$195.00
Court Reporter Service Fee/GC51.601				1239-341-10-180-001-0-000	$4,260.00
Bond Forfeitures/CCP22.16				1200-352-10-180-001-0-000	$14,359.05
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ $5.00, @ $10.00				1238-341-20-180-001-0-000	$1,610.00
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00				1241-341-10-180-001-0-000	$1,610.00
Judicial Fund/Civil CC Stat./GC51.702		# Cases	282	1100-207-20-000-043-0-000	$11,280.00
Judicial Fund - Civil Support		# Cases	282	1100-207-20-000-055-0-000	$11,834.00
Judicial Fund/Civil CC Stat. Probate/GC51.702		# Cases	39	1100-207-20-000-042-0-000	$1,560.00
SCIG-Probate Filing Fee		# Cases	36	1250-341-10-180-001-0-000	$720.00
Appellate Judicial System Fund GC 22.2141				1100-207-20-000-001-0-000	$1,610.00
District Attorney Bond Forfeitures Commission				1100-341-10-080-011-0-000	$1,679.85
Registry Administration Fee/LGC 117.055				1100-341-10-180-002-0-000	$4,055.24
Non-Disclosure Fee / GC 411.081(d)		# Cases	4	1100-207-20-000-037-0-000	$112.00
Interest Earnings				1100-361-11-000-006-0-000	$762.61
E-File Fee				1100-341-10-180-002-0-000	$504.00

TOTAL DUE TO TREASURER		$103,361.38
Refunds Due	$564.00	
OVER (SHORT)	$0.00	
SUBTOTAL		$564.00
TOTAL COUNTY CLERK COLLECTIONS		$103,925.38

PREPARED BY: IRISELA MCNAMER — 12/14/09 DATE

APPROVAL: COUNTY CLERK — 12/14/09 DATE

HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF NOVEMBER 2009

County Clerk/CCP102.005,LGC118.052,LGC118.015			1100-341-10-180-002-0-000	$7,820.99	
Sheriff/CCP 102.011			1100-342-10-180-001-0-000	$2,723.52	
District Attorney/CCP 102.008			1100-341-10-180-009-0-000	$4,874.67	
Fines/LGC 113.004			1200-351-10-180-000-0-000	$53,627.76	
Trial Fees/CCP 102.003			1100-341-10-180-006-0-000	$0.00	
Stenographer/GC 25.1102f			1100-341-10-180-006-0-000	$3,899.45	
Crim.Just.Plan.Fd./CCP 102.051 MISD @ $ 5.00, @ $10.00			1100-207-20-000-003-0-000	$0.00	
L.E.O.S.E/GC415.082 .. MISD @ $1.00,@$1.50,@$3.50			1100-207-20-000-011-0-000	$0.00	
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @$3.00, @$5.00					
@$10.00, @$12.50, @$15.00, @$35.00 (CVC)			1100-207-20-000-017-0-000	$0.00	
Arrest Fees - State Agency/CCP 102.011					
D.P.S. MISD @ $3.00, @$5.00, @$12.00, @$35.00			1100-207-20-000-019-0-000	$202.96	
T.A.B.C. MISD @ $3.00, @$5.00, @$12.00, @$35.00			1100-207-20-000-020-0-000	$0.00	
Jury Service Fee			1100-207-20-000-053-0-000	$778.46	
Jury - County Clerk			1100-341-10-180-008-0-000	$22.00	
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ $1.00			1100-207-20-000-027-0-000	$0.00	
Probate Judge Education Fd/LGC 118.064			1100-341-10-180-007-0-000	$0.00	
Crime Stoppers Assistance Fund/CCP102.013			1100-207-20-000-014-0-000	$0.00	
State General Revenue/CCP102.015 MISD @ $2.50			1100-207-20-000-010-0-000	$0.00	
Comp. Rehab Fund/CCP 102.081 MISD @ $5.00, @ $25.00			1100-207-20-000-008-0-000	$0.00	
Breath Alcohol Testing/CCP102.016			1100-207-20-000-006-0-000	$0.00	
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005					
MISD @ $5.00, @ $10.00			1238-341-20-180-001-0-000	$4,388.05	
Records Management Preservation - CC			1237-341-10-180-000-0-000	$486.46	
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00			1241-341-10-180-001-0-000	$585.46	
Judicial Fund/Criminal CC Stat./GC51.702	# Cases	186	1100-207-20-000-046-0-000	$2,925.16	
Consolidatred Court Cost(CCC) CCP 102.075 MISD A,B @ $40.00/C @ $17.00			1100-207-20-000-015-0-000	$16,190.54	
Fugitive Apprehension Fund (FA)/CCP 102.019 @ $5.00			1100-207-20-000-009-0-000	$0.00	
Correctional Management Institute (CMI)			1100-207-20-000-029-0-000	$0.00	
Appellate Judicial System Fund GC 22.2141			1100-207-20-000-001-0-000	$0.00	
LAB FEE				$0.00	
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@$50			1100-207-20-000-058-0-000	$5,865.58	
DNA TESTING FEE /CCP 102.020			1100-207-20-000-030-0-000	$50.00	
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ $0.25			1100-207-20-000-007-0-000	$0.00	
Time Payment/GC 51.921 @ $12.50			1100-207-20-000-005-0-000	$2,416.83	
Time Payment/GC 51.921 @ $10.00 Appropriation			1100-341-10-180-002-0-000	$1,933.47	
Time Payment/GC 51.921 @ $2.50 Admin. Of Justice			1100-341-10-180-003-0-000	$483.38	
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)			1240-341-10-180-001-0-000	$0.00	
Delinquent Fee			1100-202-00-000-004-0-000	$151.20	
Local Transaction Fee			1100-341-10-180-004-0-000	$1,406.00	
Nondisclosure Fee	# Cases	-	1100-207-20-000-037-0-000	$0.00	
EMS Truama Fund/CCP102.0185			1100-207-20-000-038-0-000	$8,690.61	
Public Defense Attorney/CCP26 (Court Ordered Restitution)			1100-351-20-180-001-0-000	$4,957.13	
SJFC			1100-341-10-180-012-0-000	$115.29	
SJFS			1100-207-20-000-054-0-000	$1,013.01	
IDR			1100-207-20-000-059-0-000	$358.22	
Child Safety/CCP 102.01 @ 20.00			1100-341-10-080-005-0-000		
Constable/CCP 102.011			1100-342-10-291-000-0-000		
SUBTOTAL COURT COSTS....					$125,966.20
Refunds on Probate, etc.				$8.00	
Attorney Ad Litem Fees/CP RULE 308a				$0.00	
OVER (SHORT)				$0.00	
SUBTOTAL					$8.00
TOTAL COUNTY CLERK COLLECTIONS					$125,974.20

PREPARED BY: IRISELA MCNAMER — DATE: 12/14/09

APPROVAL: COUNTY CLERK — DATE: 12/14/09

AI-18972 **7.A.**

Pipeline Permits

CC CONSENT

Date:	12/22/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. G & D Financial Services, L.P. (Pueblo De Palmas at Mile 4 Phase 1):
a. Contractor shall install a 10" water line along the east side of Circle 6th Street West approximately 786 feet North of intersection of Circle 6th Street West & Austen Street. The 10" water line shall continue an addition 3150 feet to connect to an existing 8" water line.

2. Sharyland Water Supply Corporation:
a. Road Crossing (Bore): A 12" PVC waterline to be encased within a 14" PVC casing crossing to be located approximately 100 ft. South of the intersection of Rooth Rd and Mile 17 1/2 Rd.
b. Road Crossing (Bore): A 12" PVC waterline to be encased within a 14" PVC casing crossing to be located approximately 600 ft. East of the intersection of Rooth Rd and Mile 17 1/2 Rd.
c. Road Crossing (Bore): A 1" PVC waterline to be encased within a 2" PVC casing crossing to be located approximately 524 ft South of the intersection of S.H. 107 and Taylor Rd.

BACKGROUND

Fiscal Impact

Attachments

Link: G & D Financial/Sharyland WSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:00 AM	APRV
2	Olga Garza	Olga Garza	12/16/2009 01:54 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Sandra Garcia — Started On: 12/11/2009 09:36 AM

Final Approval Date: 12/18/2009

REVISED JANUARY 2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of December, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

G & D Financial Services L.P. (Pueblo De Palmas at Mile 4 Phase 1) hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 10 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Contractor shall install a 10" water line along the east side of Circle 6th Street West approximately 786 feet North of intersection of Circle 6th Street West & Austin Street. The 10" water line shall continue an addition 3150 feet to connect to an existing 8" water line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 10" PVC line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of December, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sharyland Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Road Crossing (Bore): A 12" PVC waterline to be encased within a 14" PVC casing crossing to be located approximately 100 ft. South of the intersection of Rooth Road and Mile 17 ½ Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 12" PVC water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of December, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sharyland Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 2. Road Crossing (Bore): A 12" PVC waterline to be encased within a 14" PVC casing crossing to be located approximately 600 ft. East of the intersection of Rooth Road and Mile 17 ½ Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 12" PVC water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of December, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sharyland Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1" inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Road crossing (Bore): A 1" PVC waterline to be encased within a 2" PVC casing crossing to be located approximately 524 ft. South of the intersection of S.H. 107 and Taylor Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 1" PVC water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-19049 **7.B.**

Pipeline Permit

CC CONSENT

Date:	12/22/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. United Irrigation District:
a. Install a 24" irrigation line along Stewart Road & Mile 3 North.

BACKGROUND

Fiscal Impact

Attachments

Link: United Irrigation District

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 03:00 PM	APRV
2	Olga Garza	Olga Garza	12/17/2009 02:14 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Sandra Garcia — Started On: 12/16/2009 02:25 PM

Final Approval Date: 12/18/2009

REVISED JANUARY 2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of December, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

United Irrigation District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 24 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of ASTM C-361 A-25 RCP concrete pipe material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Install a 24" irrigation line along Stewart Road and Mile 3 North.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a irrigation line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-19039 **8.A.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 12/22/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Property Owner	Payer	Amt
A6080.00.000.0002.01	Zacarias, Maria I	Edwards Abst Title Co	$6615.83
M6950.00.001.0000.03	Khoury, Munir & Maria Et Al C/O Artu	Khoury, Munir	$3043.07
M6950.00.001.0000.03	Khoury, Munir & Maria Et Al C/O Artu	Khoury, Munir	$2948.23
M6950.00.001.0000.03	Khoury, Munir & Maria Et Al C/O Artu	Khoury, Munir	$4302.91
O1800.93.000.0000.01	Bert Ogden Motors Inc	Bert Ogden Motors	$79318.27
W0100.00.032.0009.00	Alvarado, Adolfo Jr & Yolanda River of life Church of Mission	King Guerra Davis & Garcia	$8202.16
W3800.00.137.0000.11	Chavez, Petra	Rudy's Auto Sales	$3305.45

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: accts pg
Link: zacarias
Link: khoury
Link: munir
Link: khoury munir
Link: bert ogden
Link: alvarado
Link: chavez

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 09:04 AM	APRV
2	Perla Lopez	Perla Lopez	12/16/2009 10:59 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Hilda Fuentes
Started On: 12/16/2009 08:26 AM

Final Approval Date: 12/18/2009

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

December 15, 2009

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

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

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.A6080.00.000.0002.01	ZACARIAS, MARIA I	EDWARDS ABST TITLE CO	$ 6,615.83
2.M6950.00.001.0000.03	KHOURY, MUNIR & MARIA ET AL C/O ARTU	KHOURY, MUNIR	$ 3,043.07
3.M6950.00.001.0000.03	KHOURY, MUNIR & MARIA ET AL C/O ARTU	KHOURY, MUNIR	$ 2,948.23
4.M6950.00.001.0000.03	KHOURY, MUNIR & MARIA ET AL C/O ARTU	KHOURY, MUNIR	$ 4,302.91
5.O1800.93.000.0000.01	BERT OGDEN MOTORS INC	BERT OGDEN MOTORS	$ 79,318.27
6.W0100.00.032.0009.00	ALVARADO, ADOLFO JR & YOLANDA	KING GUERRA DAVIS & GARCIA	$ 8,202.16
7.W3800.00.137.0000.11	RIVER OF LIFE CHURCH OF MISSION CHAVEZ, PETRA	RUDY'S AUTO SALES	$ 3,305.45

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name ZACARIAS, MARIA I PAID BY EDWARDS ABST. TITLE CO.	
Present mailing address *(number and street)* 3111 W FRE	
City, town or post office, state, ZIP code EDINBURG, TX. 78539	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ASHLEY LOT 2 EXC S37' DELETE FOR 2008

Step 2: Describe the property

COMB BACK TO -00

Address or location of property:

R724139

Account number of property: A6080.00.000.0002.01 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	/ 8/31/2009	$ 6615.83	$ 6615.83
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 6615.83

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#2 SPLIT IN ERROR

NON EXISTENT TRANSFER MONEY TO ACCT R537555 AB.

GG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12/12/09

sign here ➡ Authorized officer	Date 12/14/09
sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*	Date 12/9/09

12/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name	KHOURY, MUNIR & MARIA ET AL C/O ARTURO CHAPA REALTY PAYER:KHOURY, MUNIR
Present mailing address *(number and street)*	5400 N 10TH ST STE A
City, town or post office, state, ZIP code	MCALLEN, TX 78504
Phone *(area code and number)*	

Legal description (or attach copy of the tax bill or tax receipt): MORTON J B S 160' OF N 280'

Step 2: Describe the property

Address or location of property:

R244194

Account number of property: M6950.00.001.0000.03 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2004	12/27 / 04	$ 10524.70	$ 3043.07
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3043.07

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#52 ENTERED INCORRECT SIZE OF 40848SQFT INSTEAD OF CORRECT SIZE OF 24848SQFT TAXES DUE FOR 2009 TAX YEAR

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature | Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: J.C 12/12/09

sign here ➡ Authorized officer | Date 12/14/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 12/9/09

12/11

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
KHOURY, MUNIR & MARIA ET AL PAYER:KHOURY, MUNIR & MARIA ET AL

Present mailing address *(number and street)*
1120 PECAN BLVD

City, town or post office, state, ZIP code
MCALLEN, TX 78504

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MORTON J B S 160' OF N 280 E155.3' BLK 1

Step 2: Describe the property

Address or location of property:

R244194

Account number of property:

M6950.00.001.0000.03

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2006	12/29 / 2006	$ 10609.70	$ 2948.23
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2948.23

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#34 ENTERED INCORRECT SIZE OF 40848SQFT INSTEAD OF CORRECT SIZE OF 24848SQFT TAXES DUE FOR 2009 TAX YEAR

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: LC 12/12/09

sign here ➡ Authorized officer

Date 12/14/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 12/9/09

12/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name	KHOURY, MUNIR & MARIA ET AL PAYER: MUNIR KHOURY JORGE & FRANCISCO JAVIER RIVA
Present mailing address *(number and street)*	1120 PECAN BLVD & 208 W NOLANA
City, town or post office, state, ZIP code	MCALLEN, TX 78504
Phone *(area code and number)*	

Legal description (or attach copy of the tax bill or tax receipt): MORTON J B S 160' OF N 280 E155.3' BLK 1

Step 2: Describe the property

Address or location of property:

R244194

Account number of property: M6950.00.001.0000.03 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	12/31-06/13 / 07/08	$ 12888.90	$ 4302.91
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4302.91

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#25 ENTERED INCORRECT SIZE OF 40848SQFT INSTEAD OF CORRECT SIZE OF 24848SQFT TAXES DUE FOR 2009 TAX YEAR

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature | Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JC 12/14/09

sign here ➡ Authorized officer | Date 12/14/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 12/9/09

12/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
BERT OGDEN MOTORS INC ¥ pd. by: Bert Ogden Motors

Present mailing address *(number and street)*
4221 S US HIGHWAY 281

City, town or post office, state, ZIP code
EDINBURG, TX 78539

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SPECIAL INVENTORY AT 4221 S CLOSNER

Step 2: Describe the property

Address or location of property:

P525336

Account number of property:

O1800.93.000.0000.01

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/31 / 09	$ 77091.18 ¥	$
2.	2008	1/31 / 09	$ 20467.24 ¥	$
3.	2008	3/24 / 09	$ 28652.85 ¥	$
4.		/	$	$
5.		/	$ TOTAL	$ 79318.27 ¥

Taxpayer's reason for refund *(attach supporting documentation)*: VALUE DECREASED

APPLY BACK TO ACCOUNT. ✓

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ **Signature**

Date of application for tax refund ➡

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DC 12/14/09

sign here ➡ Authorized officer

Date 12/14/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 12/8/09

12/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name River of Life Church of Mission
ALVARADO, ADOLFO JR & YOLANDA & AAR PAYER: KING GUERRA DAVIS & GARCIA

Present mailing address *(number and street)*
705 LAS BRISAS ST

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WEST ADDN TO SHARYLAND

Step 2: Describe the property

Address or location of property:

R317594 X

Account number of property:

W0100.00.032.0009.00 X

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	05/29 / 2009	$ 8301.55 X	$ 8202.16 X
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 8202.16

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#13 GRANTED AG USE -

TAXES DUE ON ACCT#'S R317594 & R215890 & R317500

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JC 12/9/09

sign here ➡ Authorized officer

Date 12/14/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 12/9/09

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CHAVEZ, PETRA X PAYER:RUDY'S AUTO SALES X

Present mailing address *(number and street)*
1406 W PIKE BLVD

City, town or post office, state, ZIP code
WESLACO, TX 78596

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WEST TRACT N3.87AC

Step 2: Describe the property

Address or location of property:

R505231 X

Account number of property:
W3800.00.137.0000.11 X

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/30 / 2009	$ 30000.00 X	$ 3305.45 X
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3305.45 X

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#13 FAILURE TO RECEIVE NOTICE

CORRECTIONS DUE TO FAILURE TO SEND REQUIRED NOTICE (SEC41.411)

TAXES DUE HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12/14/09

sign here ➡ Authorized officer

Date 12/14/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 12/9/09

12/11

AI-19091 **8.B.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 12/22/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Property Owner	Payer	Amt
B8500.82.000.1268.00	El Paso E&P Co	El Paso E&P Company LP	$42526.33
C2549.00.000.0018.00	Romero, Gilberto & Myrthala E Gonzalez	Romero, Gilberto & Myrthala Gonzalez	$5761.50
J5700.00.008.0012.15	Jose Flores	Jose V or Enedelia Flores	$2957.19
L3197.02.000.0009.00	Southside Holdings LLC	Rio Prop Ventures LLC	$13881.74
M6950.00.001.0000.03	Khoury, Munir & Maria et al	Socorro Khoury	$3856.43
Q6000.00.000.0018.00	Southside Holdings LLC	Rio Prop Ventures LLC	$5014.32
W3800.00.053.0000.03	Nandipaty Fmly Lmtd Prtns	RCR Family Limited Partnership	$2591.35

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: accts page
Link: el paso
Link: romero
Link: jose flores
Link: southside
Link: khoury munir
Link: southside holdings
Link: nandipaty fmly

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 11:03 AM	APRV
2	Perla Lopez	Perla Lopez	12/18/2009 03:10 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Hilda Fuentes Started On: 12/18/2009 09:27 AM

Final Approval Date: 12/18/2009

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

December 17, 2009

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

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

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.B8500.82.000.1268.00	EL PASO E&P CO	EL PASO E&P COMPANY LP	$ 42,526.33
2.C2549.00.000.0018.00	ROMERO, GILBERTO & MYRTHA	ROMERO, GILBERTO & MYRTHALA E GO	$ 5,761.50
3.J5700.00.008.0012.15	JOSE FLORES	JOSE V OR ENEDELIA FLORES	$ 2,957.19
4.L3197.02.000.0009.00	SOUTHSIDE HOLDINGS LLC	RIO PROP VENTURES LLC	$ 13,881.74
5.M6950.00.001.0000.03	KHOURY, MUNIR & MARIA ET AL	SOCORRO KHOURY	$ 3,856.43
6.Q6000.00.000.0018.00	SOUTHSIDE HOLDINGS LLC	RIO PROP VENTURES LLC	$ 5,014.32
7.W3800.00.053.0000.03	NANDIPATY FMLY LMTD PRTNSH	RCR FAMILY LIMITED PARTNERSHIP	$ 2,591.35

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
EL PASO E&P CO ← Payer: El Paso E&P Company LP

Present mailing address *(number and street)*
PO BOX 4372

City, town or post office, state, ZIP code
HOUSTON, TX 77210

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASE B8500 BENTSEN,

Step 2: Describe the property

Address or location of property:

N707710 ←

Account number of property:
B8500.82.000.1268.00 ←

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008 ←	1/30 / 2009	$ 83331.66 ←	$ 42526.33 ←
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 42526.33 ←

Taxpayer's reason for refund *(attach supporting documentation)*: PART INTEREST TO OTHER ACCTS AS PER REVISED DIVISION ORDER, NOTE:NEW ACCTS WERE SUBMITTED ON SUPPLEMENT#08-06

HF Apply Back to Account - no Refund - HCAD correction ~~Apply $207.21 to 694297, Apply $545.86 to 642017~~ Ref D:dd.

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here → Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 9-28-09

sign here → Authorized officer

Date 9/30/09

sign here → Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/28/09

9/28

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
ROMERO, GILBERTO & MYRTHALA E GONZALEZ ✓ pd by: Romero, Gilberto & Myrthala Gonz.

Present mailing address *(number and street)*
3405 S. 3RD ST.

City, town or post office, state, ZIP code
MCALLEN, TX. 78503

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): CEDAR COVE LOT 18

Step 2: Describe the property

Address or location of property:

R697170 ✓

Account number of property:

C2549.00.000.0018.00 ✓

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	/ 6/26/2009	$ 7430.68 ✓	$ 5761.50 ✓
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5761.50

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#2 IMPS DBL APPLY REF TO R537555 TAXES DUE OWNER SHIP CORRECTION

GG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12/12/09

sign here ➡ Authorized official

Date 12/16/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 12/9/09

12/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name Jose Flores
JOSE V OR ENEDELIA FLORES pd by: Jose V. or Enedelia Flores

Present mailing address *(number and street)*
810 W FERGUSON

City, town or post office, state, ZIP code
EDINBURG, TX. 78539

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): JOHN CLOSNER W430.32'-E924'-N330'EXC

Step 2: Describe the property

32.32'-S270' LOT 12 BLK 8 1.82AC

Address or location of property:

R509949 ✓

Account number of property: J5700.00.008.0012.15 ✓

OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	/ 01/29/2009	$ 6727.60 ✓	$ 2957.19
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2957.19 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#2 INCORRECT ACREAGE

GG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: J.C 12/14/09

sign here ➡ Authorized official

Date 12/16/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 12/9/09

APPLICATION FOR TAX REFUND

Collection office name: HIDALGO COUNTY TAX OFFICE

Present mailing address (number and street): P O BOX 178

City, town or post office, state, ZIP code: EDINBURG TX 78540-0178

Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC

Phone (area code and number): (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name: SOUTHSIDE HOLDINGS LLC PAID BY: RIO PROP VENTURES LLC

Present mailing address (number and street): PO BOX 4230

City, town or post office, state, ZIP code: MCALLEN, TX 78502

Phone (area code and number):

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): LAS LABORES PH2 LOT 9-16

Address or location of property:

R644493

Account number of property: L3197.02.000.0009.00

Tax receipt number: OR 14442491

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	10/28 / 09	$ 13881.74	$ 13881.74
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 13881.74

Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR.

REFUND DUE BACK TO RIO PROP VENTURES LLC

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 11/25/09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12/14/09

sign here — Authorized official — Date: 12/14/09

sign here — Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) — Date: 12/3/09

12/04

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
KHOURY, MUNIR & MARIA ET AL PAYER:SOCORRO KHOURY

Present mailing address *(number and street)*
208 W NOLANA

City, town or post office, state, ZIP code
MCALLEN, TX 78504

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MORTON J B S 160' OF N 280 E155.3' BLK 1

Step 2: Describe the property

Address or location of property:

R244194

Account number of property:
M6950.00.001.0000.03

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/30-4/1-10/6 / 08/09	$ 12490.19	$ 3856.43
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3856.43

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#13 ENTERED INCORRECT SIZE OF 40848SQFT INSTEAD OF CORRECT SIZE OF 24848SQFT TAXES DUE FOR 2009 TAX YEAR

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12/14/09

sign here ➡ Authorized official

Date 12/16/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 12/9/09

12/11

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	Phone *(area code and number)* (956) 318-2157
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
SOUTHSIDE HOLDINGS LLC PAID BY: RIO PROP VENTURES LLC

Present mailing address *(number and street)*
PO BOX 4230

Phone (area code and number)

City, town or post office, state, ZIP code
MCALLEN, TX 78502

Legal description (or attach copy of the tax bill or tax receipt): QUINCY LOT 18

Step 2: Describe the property

Address or location of property:

R265013

Account number of property:
Q6000.00.000.0018.00

Tax receipt number:
OR 14442472

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	10/28 / 09	$ 5014.32	$ 5014.32
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 5014.32

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR.

REFUND DUE BACK TO RIO PROP VENTURES LLC

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here Signature

Date of application for tax refund 11/25/09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DC 12/2/09

sign here — Authorized official — Date 12/14/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date 12/3/09

12/4

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
NANDIPATY FMLY LMTD PRTNSHP X Pd by: RCR Family Limited Partnership

Present mailing address *(number and street)*
1509 MISTY LN

City, town or post office, state, ZIP code
WESLACO, TX 78596-7702

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WEST TRACT BNG AN IRR

Step 2: Describe the property

Address or location of property:

R324225 X

Account number of property:
W3800.00.053.0000.03 X

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/29-9/8 / 2009	$ 19597.54 X	$ 2591.35 X
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2591.35

Taxpayer's reason for refund *(attach supporting documentation)*: SUBMITTED/ENTERED WRONG

SUPP13

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12-14-09 (PR)
J.C 12/14/09

sign here ➡ Authorized officer

Date 12/16/09

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 12/4/09

12/11

AI-19078 **9.A.**

Membership Dues-Texas Department of Licensing and Regulations

CC CONSENT

Date:	12/22/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Department:
Requesting membership and payment of dues for Capt. Andres Guzman Jr. to the Texas Department of Licensing and Regulations in the amount of $450.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Available balance as of 12-18-09 $2,566.00.

Attachments

Link: Texas Dept. of Licensing and Regulations

Link: Affidavit-Andy Guzman

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2009 02:35 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/18/2009 10:36 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW
Form Started By: Monica Hinojosa			Started On: 12/17/2009 02:05 PM	
Final Approval Date: 12/18/2009				

DO NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW				
FEE	RECEIPT NUMBER	FEE AMOUNT	PMT. AMOUNT	MONEY TYPE
Renewal Fee		$450.00		
DO NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE				

Polygraph Examiner

Renewal

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

ANDRES GUZMAN JR
HIDALGO COUNTY SHERIFFS ~~DEPT~~ Office
P O BOX 1228
EDINBURG TX 78542

TDLR ID Number: 10902843

License# 1047

Your Polygraph Examiner license will expire on DECEMBER 31 2009. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE	REQUIRED FEE
On or before DECEMBER 31 2009	$450.00
After DECEMBER 31 2009 but before APRIL 01 2010	$675.00
After APRIL 01 2010 but before JANUARY 01 2011	$900.00

After JANUARY 01 2011 you will not be able to renew this license and must file an original application and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
711 E. El Cibolo Rd. Edinburg, Texas	HIDALGO COUNTY SHERIFFS ~~DEPT~~ office P O BOX 1228 EDINBURG TX 78542
Daytime Telephone: (956) 393 – 6048	Email: andy.guzman@hidalgoso.org

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation? YES (NO) (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

Please indicate Gender: (Male) Female (circle one)

Sec. 1403.205 of the Polygraph Examiners Act requires licensees to file a surety bond. Please provide a bond at this time. A form for the surety bond is attached.

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the **Texas Guaranteed Student Loan Corporation (TGSLC)** unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: **Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.**

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
1-800-803-9202 - (512) 463-6599 - FAX (512) 475-2871
www.license.state.tx.us - CS.Polygraph.Examiners@license.state.tx.us

POLYGRAPH EXAMINER'S BOND

THE STATE OF TEXAS

COUNTY OF Hidalgo **BOND NUMBER:** LLI-107045

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, ANDRES GUZMAN JR (Name of License Holder) **of** McAllen, Tx (City, State)

PRINCIPAL, and Old Republic Surety Company (Name of Surety),

SURETY, duly authorized and qualified to do business as a surety company in this state, are firmly bound unto the **STATE OF TEXAS** in the sum of **FIVE THOUSAND AND NO/100 DOLLARS ($5,000)** payable at Austin, Travis County, Texas, to the State of Texas for all judgments recovered against the PRINCIPAL for any wrongful or illegal act committed by the PRINCIPAL in the course of administering a polygraph examination, and for the payment of which, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

This bond is to remain in full force and effect subject to the following terms and conditions:

1. It is agreed that as of 12-31-2009 (effective date) this bond shall be in full force and effect and remain in effect until cancelled by the **SURETY**.

2. This bond is open to successive recovery, but in no event shall the aggregate liability of the SURETY under this bond exceed the face value of this bond.

3. The SURETY may at any time cancel this bond by giving thirty (30) days written notice to the Texas Department of Licensing and Regulation. The SURETY remains liable for any default under this bond committed prior to the expiration of such thirty-day period and the bond shall be maintained until the expiration of two years after the PRINCIPAL ceases to be licensed as a polygraph examiner.

4. Any person injured or aggrieved by any violation of this law by the PRINCIPAL, or his or her agents or representatives, is entitled to bring suit on this bond.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have executed this bond this 2nd day of Dec, 2009.

Andres Guzman Jr
(Principal's Signature)

POLYGRAPH EXAMINER BOND

NOTE: EACH LICENSEE IS REQUIRED TO MAINTAIN A BOND UNTIL THE SECOND ANNIVERSARY OF THE DATE THE REGISTRANT CEASES TO OPERATE AS A POLYGRAPH EXAMINER IN THIS STATE.

THIS SECTION IS TO BE COMPLETED BY THE SURETY:

THE STATE OF TEXAS, COUNTY OF Hidalgo

Before me, the undersigned authority, on this day personally appeared Andres Guzman Jr.

Attorney-in-Fact for the below-named Surety on the above bond, being personally known to me to be the person whose name is subscribed hereto in the capacity of Attorney-in-Fact of said Surety, and being by me duly sworn says on oath that the surety is worth in its own right, over and above all exemptions, the full amount of the bond, and based on information and belief he executed same pursuant to the attached Attorney-in-Fact affidavit as the act and deed of said corporations for the purposes and consideration therein expressed.

Old Republic Surety Co By: Rosie Bermea
Name of Bonding Company (signature of Attorney-in-Fact)

Subscribed and sworn to before me this 2nd day of December ,20 09.

Rosie Bermea
Notary Public
Commission Expires: 7-25-2012

ROSIE BERMEA
Notary Public, State of Texas
My Commission Expires 07-25-2012

ANDRES GUZMAN JR

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANDRES GUZMAN, JR*, do hereby state that my membership in the *TEXAS DEPARTMENT OF LICENSING AND REGULATIONS* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Andres Guzman Jr

TITLE: CAPTAIN

Before me Virginia Rodriguez, a Notary Public, appeared ANDRES GUZMAN JR and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

VIRGINIA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. March 08, 2012

Virginia Rodriguez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-19037 **9.B.**

NACRC Membership Due

CC CONSENT

Date:	12/22/2009
Submitted By:	Delia Rodriguez, COUNTY CLERK
Submitted For:	Delia Rodriguez
Department:	COUNTY CLERK
Agenda Category:	Membership Dues

Information

CAPTION

County Clerk:
Requesting approval to pay for the National Association of County Recorders, Election Officials & Clerks (NACRC) Membership Dues in the amount of $250.00 for County Clerk Arturo Guajardo, Jr. with the authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

NACRC is a professional organization of elected and appointed county administrative officials, who network on a national level to share information and ideas.

Requisiton # 00167096

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-415-40-180-001-0-810
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 12/16/09. Refer to Req. #00167096.

Attachments

Link: Affidavit
Link: Requisition
Link: NACRC Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 11:23 AM	APRV
2	Sylvia Solis	Sylvia Solis	12/17/2009 08:50 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Delia Rodriguez — Started On: 12/15/2009 04:53 PM

Final Approval Date: 12/18/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, Jr., do hereby state that my membership in the National Association of County Recorders, Elections Officials and Clerks (NACRC), on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Arturo Guajardo Jr DATE: 12-15-2009

TITLE: Hidalgo County Clerk

Before me Evelia L Morales, a Notary Public, appeared Arturo Guajardo Jr., and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Requisition

Req # 00167096

PO #

Date: 12/14/09

Bill To: x
x

Vendor : 167126
NACRC
2501 AERIAL CENTER PKWY, STE 103
MORRISVILLE NC 27560
FAX (919)459-2075

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		TO PAY MEMBERSHIP RENEWAL FOR ARTURO GUAJARDO JR. FROM JANUARY 1, 2010 - DECEMBER 31, 2010	250.00	250.00
		Account No	Encumbrance	
		9-1100-415-40-180-001-0-810	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____ 12-14-09

NACRC

NACRC
2501 Aerial Center Parkway, Suite 103
Morrisville, NC 27560
Ph. 919.459.2080
Fx. 919.459.2075

November 6, 2009

Arturo Guajardo
Hidalgo County
100 N. Closner
Edinburg, TX 78539

Title: County Clerk
Phone: 956.318.2149
Fax: 956.318.2105
Email: aguasero13@yahoo.com
Website: www.hidalgocountyclerk.us

Member #: 34232

Member Type: Regular Member

Dues Statement

Due Date	Amount Due	Payment Date	Payment Amount	Payment Type	Check Number
12/31/2009	Dues Based on Chart Below				

Balance Due: Dues Based on Chart Below

Membership Renewal Year: January 1, 2010 – December 31, 2010

Please check all functions for which you are responsible. This information will determine where you are listed in the job function section of the Membership Directory.

___ Court Administration
___ Clerk to Board/ Commissions
___ Vital Records
___ Records Management
___ Election Administration
___ Recording
___ Land Records
___ Other: _____

Membership Dues Invoice Instructions:

1. Please return a copy of this invoice along with dues payment, by December 31, 2009.
2. Please check the accuracy of your contact information above, including name, county, title, address, phone, fax and email. Make any corrections or additions to the remittance copy of the invoice.
3. Please use the dues schedule below to determine your renewal amount:

County Population of 25,000 or less	$55
County Population of 25,001 – 75,000	$135
County Population of 75,001 – 200,000	$175
County Population of 200,001– 500,000	$200
County Population over 500,001	$250
Associate Members/Retired Members	$35
State Association or Organization	$350
National Association or Organization	$500
Deputy of Associations	$50

Please remit payment and a copy of this invoice by December 31, 2009

$250

AI-19009 **9.C.**

Approval of GCAT Membership Annual Fees

CC CONSENT

Date:	12/22/2009
Submitted By:	Delia Rodriguez, COUNTY CLERK
Department:	COUNTY CLERK
Agenda Category:	Membership Dues

Information

CAPTION

County Clerk:

Requesting approval to pay the 2010 Governmental Collectors Association of Texas, Inc. Membership Renewal Dues in the total amount of $ 300.00 for County Clerk Arturo Guajardo, Jr., Annette C. Muñiz, Noe Lopez, Jason Rohr, Frank Zavala and Arcy Morales, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Members consist of professionals from across the State of Texas responsible for the collection of funds for the government entities in which they are employed by.

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-415-40-180-001-0-810
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/17/09. Refer to Req. #00167097.

Attachments

Link: Arturo's Affidavit

Link: Arturo's Renewal Notice

Link: Arcy's Affidavit

Link: Arcy's Renewal Notice

Link: Frank's Affidavit

Link: Frank's Renewal Notice

Link: Jason's Affidavit

Link: Jason's Renewal Notice

Link: Noe's Affidavit

Link: Noe's Renewal Notice

Link: Annette's Affidavit

Link: Annette's Renewal Notice

Link: Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 01:23 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/17/2009 01:04 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Delia Rodriguez

Started On: 12/14/2009 03:10 PM

Final Approval Date: 12/18/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Arturo Guajardo, Jr., do hereby state that my membership in the The Governmental Collectors Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 12/15/09

TITLE: Hidalgo County Clerk

Before me Evelia Morales, a Notary Public, appeared Arturo Guajardo, Jr., and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L. Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

GCAT Membership Application

The Governmental Collectors Association of Texas is a non-profit organization dedicated to improving the quality of collection administration in city, county, and state government. In carrying out its purpose, GCAT strives to provide its members with professional collection and management education, encourages networking, and provides for an exchange of useful information on modern collection techniques and supports research and development in the areas of collections.

Eligibility: Any person(s) employed by and / or responsible for the collection of revenue due a governmental entity. Membership dues are:

Individual Membership	$150.00
Standard Group Membership (3 persons) (please attach additional pages with contact information for each member)	$250.00
Charter Gold Membership	Closed
Corporation Membership	$1000.00
Annual Membership Renewal	$50.00

To join GCAT, please complete the membership application below. For further information or should you have any questions, please contact the current GovCAT President or Treasurer (contact information on www.govcat.net). **Please Print Clearly.**

Membership Renewal

Arturo — **FIRST NAME** | **MIDDLE INITIAL** | Guajardo, Jr. — **LAST NAME**

County Clerk
JOB TITLE

Hidalgo County
NAME OF EMPLOYER DEPARTMENT

100 N. Closner
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

Edinburg, TX — **CITY** | **STATE** | 78539 — **ZIP**

(956) 318-2149 — **BUSINESS PHONE**

(956) 318-2105 — **FAX**

aguasero13@yahoo.com — **E-MAIL ADDRESS**

I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

Arturo Guajardo Jr. — **APPLICANT'S SIGNATURE**

12/15/09 — **DATE**

Amount Enclosed: $_____
(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @ www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arcy Morales, do hereby state that my membership in the The Governmental Collectors Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
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4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Arcy Morales DATE: 12-15-09

TITLE: Collection's Manager County Clerk's Office

Before me Evelia Morales, a Notary Public, appeared Arcy Morales and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(S E A L)

Evelia L. Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

GCAT Membership Application

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Eligibility: Any person(s) employed by and / or responsible for the collection of revenue due a governmental entity. Membership dues are:

Individual Membership	$150.00
Standard Group Membership (3 persons) (please attach additional pages with contact information for each member)	$250.00
Charter Gold Membership	Closed
Corporation Membership	$1000.00
Annual Membership Renewal	$50.00

To join GCAT, please complete the membership application below. For further information or should you have any questions, please contact the current GovCAT President or Treasurer (contact information on www.govcat.net). **Please Print Clearly.**

Membership Renewal

Arcy | | Morales
FIRST NAME | **MIDDLE INITIAL** | **LAST NAME**

Deputy Clerk/ Collections Specialist
JOB TITLE

Hidalgo County Clerk's Office
NAME OF EMPLOYER DEPARTMENT

100 N. Closner
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

Edinburg, TX | | 78539
CITY | **STATE** | **ZIP**

(956) 318-2100 | (956) 318-2105 |
BUSINESS PHONE | **FAX** | **E-MAIL ADDRESS**

I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

Arcy Morales | 12-15-09
APPLICANT'S SIGNATURE | **DATE**

Amount Enclosed: $_____
(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @ www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Frank Zavala, do hereby state that my membership in the The Governmental Collectors Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
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3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Frank Zavala DATE: 12/15/09

TITLE: Hidalgo County Warrant Officer

Before me Evelia Morales, a Notary Public, appeared Frank Zavala, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

GCAT Membership Application

The Governmental Collectors Association of Texas is a non-profit organization dedicated to improving the quality of collection administration in city, county, and state government. In carrying out its purpose, GCAT strives to provide its members with professional collection and management education, encourages networking, and provides for an exchange of useful information on modern collection techniques and supports research and development in the areas of collections.

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Standard Group Membership (3 persons) (please attach additional pages with contact information for each member)	$250.00
Charter Gold Membership	Closed
Corporation Membership	$1000.00
Annual Membership Renewal	$50.00

To join GCAT, please complete the membership application below. For further information or should you have any questions, please contact the current GovCAT President or Treasurer (contact information on www.govcat.net). **Please Print Clearly.**

Membership Renewal

Frank — **FIRST NAME** | **MIDDLE INITIAL** | Zavala — **LAST NAME**

Warrant Officer
JOB TITLE

Hidalgo County Clerk's Office
NAME OF EMPLOYER DEPARTMENT

100 N. Closner
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

Edinburg, TX — **CITY** | **STATE** | 78539 — **ZIP**

(956) 318-2100 — **BUSINESS PHONE**

(956) 318-2105 — **FAX**

frank_zavala15@yahoo.com — **E-MAIL ADDRESS**

I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

12/15/09
DATE

Amount Enclosed: $_____
(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @ www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jason Rohr, do hereby state that my membership in the The Governmental Collectors Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: J. S Rohr DATE: 12/16/04

TITLE: Collection's Manager County Clerk's Office

Before me Evelia Morales, a Notary Public, appeared Jason Rohr and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L. Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

GCAT Membership Application

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Corporation Membership	$1000.00
Annual Membership Renewal	$50.00

To join GCAT, please complete the membership application below. For further information or should you have any questions, please contact the current GovCAT President or Treasurer (contact information on www.govcat.net). **Please Print Clearly.**

Membership Renewal

Jason — **FIRST NAME** | **MIDDLE INITIAL** | Rohr — **LAST NAME**

Collections Manager
JOB TITLE

Hidalgo County Clerk's Office
NAME OF EMPLOYER DEPARTMENT

100 N. Closner
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

Edinburg, TX — **CITY** | **STATE** | 78539 — **ZIP**

(956) 318-2100 — **BUSINESS PHONE**

(956) 318-2105 — **FAX**

jason.rohr@co.hidalgo.tx.us — **E-MAIL ADDRESS**

I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

J S Rohr
APPLICANT'S SIGNATURE

12/16/09
DATE

Amount Enclosed: $_____
(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @ www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Noe Lopez, do hereby state that my membership in the The Governmental Collectors Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 12/15/09

TITLE: Office Manager County Clerk's Office

Before me Evelia Morales, a Notary Public, appeared Noe Lopez and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

GCAT Membership Application

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Annual Membership Renewal	$50.00

To join GCAT, please complete the membership application below. For further information or should you have any questions, please contact the current GovCAT President or Treasurer (contact information on www.govcat.net). **Please Print Clearly.**

Membership Renewal

Noe — **FIRST NAME** | **MIDDLE INITIAL** | Lopez — **LAST NAME**

Office Manager
JOB TITLE

Hidalgo County Clerk's Office
NAME OF EMPLOYER DEPARTMENT

100 N. Closner
BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

Edinburg, TX — **CITY** | **STATE** | 78539 — **ZIP**

(956) 318-2149 — **BUSINESS PHONE**
(956) 318-2105 — **FAX**
noe.lopez@hidalgocountyclerk.us — **E-MAIL ADDRESS**

I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

12/15/09
DATE

Amount Enclosed: $_____
(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @ www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Annette C. Muñiz, do hereby state that my membership in the The Governmental Collectors Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
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SIGNATURE: _____ DATE: 12/15/09

TITLE: Hidalgo County Chief Deputy Clerk

Before me Evelia Morales, a Notary Public, appeared Annette C. Muñiz and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

GCAT Membership Application

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Corporation Membership	$1000.00
Annual Membership Renewal	$50.00

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Membership Renewal

Annette | C. | Muñiz

FIRST NAME | **MIDDLE INITIAL** | **LAST NAME**

Chief Deputy

JOB TITLE

Hidalgo County Clerk's Office

NAME OF EMPLOYER DEPARTMENT

100 N. Closner

BUSINESS ADDRESS 1

BUSINESS ADDRESS 2

Edinburg, TX | 78539

CITY | **STATE** | **ZIP**

(956) 318-2149 | (956) 318-2105 | acmuniz@hidalgocountyclerk.us

BUSINESS PHONE | **FAX** | **E-MAIL ADDRESS**

I, the undersigned, do hereby make application for membership in the Governmental Collectors Association of Texas.

APPLICANT'S SIGNATURE

12/15/09

DATE

Amount Enclosed: $_____

(Please include the appropriate membership fee for your governmental entity made payable to GCAT.)

Visit us on-line @ www.govcat.net

Mail completed application and payment to:

GCAT
PO BOX 2178
Conroe, Texas 77301

Requisition

Req # 00167097

PO #

Date: 12/14/09

Bill To: x
x

Vendor : 273309
GCAT
ATTN: LORENA GOMEZ
MONTGOMERY COUNTY COLLECTIONS
P.O. BOX 2178
CONROE TX 77305

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		ANNUAL MEMBERSHIP RENEWAL FOR GCAT MEMBERSHIP @ 50.00 RENEWAL FEE. FOR COUNTY CLERK ARTURO GUAJARDO JR.	50.00	50.00
1.00		ANNUAL MEMBERSHIP RENEWAL FOR GCAT MEMBERSHIP @ 50.00 RENEWAL FEE. FOR CHIEF DEPUTY ANNETTE MUNIZ	50.00	50.00
1.00		ANNUAL MEMBERSHIP RENEWAL FOR GCAT MEMBERSHIP @ 50.00 RENEWAL FEE. FOR OFFICE MANAGER NOE LOPEZ JR.	50.00	50.00
1.00		ANNUAL MEMBERSHIP RENEWAL FOR GCAT MEMBERSHIP @ 50.00 RENEWAL FEE. FOR COLLECTIONS SUPERVISOR JASON ROHR	50.00	50.00
1.00		ANNUAL MEMBERSHIP RENEWAL FOR GCAT MEMBERSHIP @ 50.00 RENEWAL FEE. FOR WARRANT OFFICER FRANK ZAVALA	50.00	50.00
1.00		ANNUAL MEMBERSHIP RENEWAL FOR GCAT MEMBERSHIP @ 50.00 RENEWAL FEE. FOR DEPUTY CLERK ARCILIA MORALES	50.00	50.00
		Account No	Encumbrance	
		9-1100-415-40-180-001-0-810	300.00	
			Freight	.00
			Total	300.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____ 12-14-09

AI-19046 **10.A.**

Contract - Homebuyer Asst. program

CC CONSENT

Date: 12/22/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Edgar Vasquez	FY 2005	$ 5,000	USDA	Lot 24 Tejas No. 5 Subdivision Phase III, Progreso, Texas

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 01:31 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2009 01:56 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Estella Webber — Started On: 12/16/2009 01:17 PM

Final Approval Date: 12/18/2009

AI-19062 **10.B.**

Budget & Prog. amendment - City of Penitas

CC CONSENT

Date:	12/22/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program, on behalf of the City of Peñitas, is requesting approval of a Budget & Program Amendment to the existing work plan for Urban County Program Year 18 (2005), Year 20 (2007), Year 21 (2008) and Year 22 (2009).

BACKGROUND

City of Peñitas held a Public Hearing on December 14, 2009 at 6:30 P.M., and citizen participation requirements have been met. See attached detailed amendment.

The proposed City of Peñitas amendment will:
* delete the Construction of Housing activity and transfer funds into the Street Improvement line item.

* add to the existing work plans: Drainage, water/sewer and paving infrastructure to include any other appurtenances as needed to Espaniola Heights and Barcelona Heights Subdivisions to include, but not limited to, any other streets in the general vicinity.

* create a Public Facilities line item for: The purchase of eligible items for the City Library. (Activity will be funded with Program Income.)

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 18 (2005), Year 20 (2007), Year 21 (2008), and Year 22 (2009) funds.

Attachments

Link: work plan amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2009 04:50 PM	APRV
2	Perla Lopez	Perla Lopez	12/17/2009 08:49 AM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Estella Webber

Started On: 12/16/2009 03:50 PM

Final Approval Date: 12/18/2009

CITY OF PEÑITAS
PUBLIC HEARING NOTICE
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, CITY OF PEÑITAS 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 18 (2005), YEAR 20 (2007), YEAR 21 (2008) AND YEAR 22 (2009).

THE PUBLIC HEARING WILL BE HELD ON MONDAY, DECEMBER 14, 2009 AT 6:30 P.M. AT THE CITY OF PEÑITAS CITY HALL LOCATED AT 1111 SOUTH MAIN STREET (FM 1427), PEÑITAS, TEXAS 78576.

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

Existing Budget	Urban County Year 18 (2005)	Proposed Budget
$ 30,000.00	Construction of Housing (-$30,000)	$ 0.00
$ 119,407.91	Street Improvements (+$30,000)	$ 149,407.91

Existing Budget	Urban County Year 20 (2007)	Proposed Budget
$ 197,701.00	Street Improvements	$ 197,701.00

Existing Budget	Urban County Year 21 (2008)	Proposed Budget
$ 191,659.00	Street Improvements	$ 191,659.00

Existing Budget	Urban County Year 22 (2009)	Proposed Budget
$ 100,000.00	Parks, Recreational Facilities	$ 100,000.00
$ 225,000.00	Street Improvements	$ 225,000.00
$ 9,011.00	General Administration	$ 9,011.00
$ 0.00	Public Facilities (Program Income)	$ 53,306.19

2005-The proposed budget and program amendment will **delete** the Construction of Housing activity and transfer funds into the Street Improvement line item.
The proposed budget and program amendment will **increase** funding and **add** the following to the existing Street Improvement workplan: *Drainage, water/sewer and paving infrastructure to include any other appurtenances as needed to Espaniola Heights and Barcelona Heights Subdivisions to include, but not limited to, any other streets in the general vicinity.*

2007/2008-The proposed budget and program amendment will **add** the following to the existing Street Improvement workplans: *Drainage, water/sewer and paving infrastructure to include any other appurtenances as needed to Espaniola Heights and Barcelona Heights Subdivisions to include, but not limited to, any other streets in the general vicinity.*

2009-The proposed budget and program amendment will **create** a Public Facilities line item for: *The purchase of eligible items for the City Library. (Activity will be funded with Program Income.)*

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) 581-3345.

WRITTEN COMMENTS CAN BE FORWARDED TO:

MAYOR MARCOS OCHOA
CITY OF PEÑITAS
1111 SOUTH MAIN STREET (FM 1427)
PEÑITAS, TEXAS 78576

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Juan Ortiz
City Secretary Dina Garcia

December 15, 2009

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

Dear Ms. Luna:

The Peñitas Board of Aldermen and the Mayor met on December 14, 2009 at 6:00 pm for a special called meeting and opened a Public Hearing at 6:30 pm to discuss the Urban County Program budget and work plan amendment.

The Public hearing ended at 6:40 pm. Aldermen present were Mayor Marcos Ochoa, Mayor Pro-Tem Patricia A. Cardenas, Alderman Tomas Cedillo, Alderman Antonio Flores Jr. Alderman Jose Gonzalez and Alderman Jesus Avendano. Attach you will find the sign in sheet. The minutes will follow as soon as they have been approved.

We would appreciate it if the budget and work plan amendment be place on the next commissioners' court agenda. If you may need any further information feel free to contact me at 956-581-3345.

Thank you,

Juan Ortiz
City Administrator

RECEIVED
DEC 16 2009

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956581-3346 E-mail~ cityofpeñitas@hotmail.com

AI-19096 **11.A.**

Approval of Monthly Financial Report for the Month of November 2009.

CC CONSENT

Date:	12/22/2009
Submitted By:	Angelica Tapia, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Approval of Monthly Financial Report for the Month of November 2009.

BACKGROUND

Reports will be distributed before Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 01:37 PM	APRV
2	Erika Zamora	Erika Zamora	12/18/2009 03:12 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Angelica Tapia Started On: 12/18/2009 11:28 AM

Final Approval Date: 12/18/2009

AI-19101 **12.A.**

Salary Sweep

CC CONSENT

Date:	12/22/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Raul Silguero, Jr.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries and allowances from various departments to the County Wide Administration account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: General Fund (1100)

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

BUDGETARY IMPACT:

Please refer to attached General Fund Salary Sweep Analysis for funding availability as of 12/18/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	12/18/2009 05:00 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 05:07 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Damaris San Miguel Started On: 12/18/2009 01:21 PM

Final Approval Date: 12/18/2009

AI-19108 **12.B.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	12/22/2009
Submitted By:	Flora Vazquez, WORKERS' COMPENSATION
Department:	WORKERS' COMPENSATION
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 67,342.17 for the period of 11/01-30/2009 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice
Link: Breakdown by Org
Link: Invoice2
Link: Breakdown by Org2
Link: certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 02:58 PM	APRV
2	Olga Garza	Olga Garza	12/18/2009 03:22 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Flora Vazquez — Started On: 12/18/2009 02:42 PM

Final Approval Date: 12/18/2009

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

November 16, 2009

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 35812

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 11/1-11/15/09 (Check#501126-501248) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	37,200.60
TOTAL BALANCE DUE	$ 37,200.60
Previous Balance Due	$ 32,412.30
Total Balance Due	$ 69,612.90

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

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Custom Payment Total

Hidalgo County WC losses paid 11/1-11/15/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	55				6,032.44
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	237				31,168.16
					Grand Total:	292				37,200.60

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Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

December 1, 2009

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 39030

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 11/16-11/30/09 (Check#501249-501377) are in accordance withour contract with Hidalgo County Exhibit A, dated July 1st	30,141.57
TOTAL BALANCE DUE	$ 30,141.57
Previous Balance Due	$ 69,612.90

Payments and Credits

11/20/09	Payment received - thank you	32,412.30CR
	Total Payments and Credits	$ 32,412.30CR
	Total Balance Due	$ 67,342.17

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

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Custom Payment Total

Hidalgo County WC losses paid 11/16-11/30/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	41				6,144.12
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	248				23,997.45
					Grand Total:	289				30,141.57

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **November 01-30, 2009**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 67,342.17.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

		(Check **# 501126-501248)** **11/01/2009** to **11/15/2009**	Check **# 501249-501377)** **11/16/2009** to **11/30/2009.**
1).	Hidalgo County	$ 31,168.16	$23,997.45
2).	Hidalgo County Headstart Program	$ 6,032.44	$ 6,144.12
3).	Community Service Agency	$ 00.00	$ 00.00
4).	Hidalgo County Urban County Program	$ 00.00	$ 00.00
5).	Drainage District #1	$ 00.00	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 67,342.17.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of December 22, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 132,657.83.

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Nora Vargas
Employee Benefits Manager — Date 12/18/2009

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-19111 **12.C.**

BLUE CROSS BLUE SHIELD OF TEXAS

CC CONSENT

Date: 12/22/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

Blue Cross Blue Shield Health Insurance Claims:
1. Approval to transfer $ 274,107.31 to Hidalgo County Claims Bank account for Blue Cross Blue Shield Health Insurance Claims for period 11/28/09 thru 12/04/09:

11/28-30/2009	$ 70,715.43
12/01-04/2009	$ 203,391.88
TOTAL:	**$ 274,107.31**

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 11-28-30-2009
Link: 12-01-04-2009
Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/18/2009 04:41 PM	APRV
2	Olga Garza	Olga Garza	12/18/2009 04:54 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Flora Vazquez — Started On: 12/18/2009 04:34 PM

Final Approval Date: 12/18/2009

Account	Corporate	Invoice Pr	Invoice Nu	InvcPerFrDt	InvcPerTo	ClmPerFrDt	ClmPerToDt	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
HIDALGO COUNTY								
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433
21185	TX1	618139	148481	11/28/2009	12/4/2009	11/28/2009	11/30/2009	TX433

Settlement	Association	Group Nbr	Section N	Group Nan	Coverage	Claim Type
1	1	21185	9001	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9001	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9001	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9001	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9002	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9002	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9002	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9002	HIDALGO	Blue Shield	Basic Coverage
1	1	21185	9002	HIDALGO	Blue Shield	Basic Coverage

Member ID	Document	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
8.4E+08	000020093	Family Mer	10/4/2009	$54.34	$54.34	0.00%	$0.00	
8.4E+08	000020093	Family Mer	10/4/2009	$16.73	$16.73	0.00%	$0.00	
8.4E+08	000020093	Family Mer	10/4/2009	$20.36	$20.36	0.00%	$0.00	
8.4E+08	000020093	Family Mer	10/4/2009	$3.74	$3.74	0.00%	$0.00	
	BASIC PLAN:			$ 95.17	$ 95.17	$ -	$ -	
8.46E+08	000020093	Single	11/20/2009	$89.78	$89.78	0.00%	$0.00	
8.46E+08	000020093	Single	11/20/2009	$10.86	$10.86	0.00%	$0.00	
8.46E+08	000020093	Single	11/20/2009	$3.00	$3.00	0.00%	$0.00	
8.46E+08	000020093	Single	11/20/2009	$34.18	$34.18	0.00%	$0.00	
8.46E+08	000020093	Single	11/20/2009	$1,098.00	$1,098.00	0.00%	$0.00	
	BUY-UP PLAN:			$ 1,235.82	$ 1,235.82	$ -	$ -	
			TOTAL:	$ 1,330.99				

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 12-01-09 thru 12-04-09

SECTION		
0001-0011	HIDALGO COUNTY	$ 155,660.33
0002-0012	HEADSTART	$ 20,019.27
0003-0013	APPRAISAL DISTRICT	$ 14,229.06
0004-0014	COMMUNITY SERVICE	$ 970.01
0005-0015	DRAINAGE DISTRICT	$ 3,420.05
9001-9002	COBRA	$ 2,405.24
0006-0016	RETIREE	$ 6,687.92
	TOTALS	$ 203,391.88

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **November 28, 2009 thru December 04, 2009.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 274,107.31.**

1). Hidalgo County
2). Hidalgo County Headstart Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District #1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 11/28/2009 to 11/30/2009 is $ 70,715.43 and 12/01/2009 to 12/04/2009 is $ 203,391.88.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of December 22, 2009

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vasquez
Employee Benefits Manager

12/18/2009
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-18997 **13.A.**

Pct 1-Inv# 299531-TEDSI-C-08-227-02-09

CC CONSENT

Date:	12/22/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of request for payment for Inv # 299531 ($10,258.00) submitted by TEDSI Infrastructure Group, Inc. in connection to contract #C-08-227-02-08 and WA #1 (PO #617534).

BACKGROUND

Invoice# 299531-TEDSI-C-08-227-02-09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-121-039-0-711/731

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

BUDGETARY IMPACT:

PO #617534-Amount available for obj. code 711 and 731 is $54,450.00 and $178,692.05, respectively for TEDSI Infrastructure Group.

20% Co. Cost

80% State Cost-Receivable Acct # 9-1315-126-20-000-012-0-000 "Due From State-Mile 6W(US83-SH107)"

Attachments

Link: Inv#299531-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 03:47 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:08 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/18/2009 08:19 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Letty Saenz Started On: 12/14/2009 09:05 AM

Final Approval Date: 12/18/2009

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: November 20, 2009
TEDSI Invoice No.: **299531**
TEDSI Project No.: 2009-1032-01
Invoice Period: Oct. 1 to Oct. 31, 2009

Mile 6W

Contract No. C-08-227-02-09
Work Authorization No. 1
PO#: 617534

Original Contract Amount	Adjusted Contract Amount	Adjusted Contract Amount Remaining
$1,906,248.18	**$1,817,940.03**	**$1,155,452.22**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Schematic Design (SD)	$ 256,884.54	0.00%	95.00%	$ -	$ 244,040.31
Right-of-Way (ROW)	$ 302,500.00	0.00%	10.00%	$ -	$ 30,250.00
Design Field Survey (DFS)	$ 278,200.00	0.00%	100.00%	$ -	$ 278,200.00
Environmental (ENV)	$ 115,000.00	8.92%	95.65%	$ 10,258.00	$ 109,997.50
Plans, Specs & Est. (PS&E)	$ 865,355.49	0.00%	0.00%	$ -	$ -
Subtotal	**$ 1,817,940.03**	**0.56%**	**36.44%**	**$ 10,258.00**	**$ 662,487.81**

TOTAL FEE EARNED:	**$**	**662,487.81**
LESS PREVIOUSLY INVOICED:	**$**	**652,229.81**
TOTAL AMOUNT DUE THIS INVOICE:	**$**	**10,258.00**

Aimee Schroller, P. E.
Project Manager

RECEIVED
DEC 03 2009
PRECINCT 1
COMMISSIONER SYLVIA S. HANDY

INVOICE RECEIVED BY
on 12/3/09
GOODS/SERVICES RECEIVED BY:
on 12/31/09

9-1315-431-00-141-039-0.731 NA

PO 617537

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Project Status Report

PROJECT:	TEDSI JOB NO.:
Mile 6 West	2009-1032-01
CLIENT: Hidalgo County	
SUBJECT: Project Status Report	
FROM: Aimee R. Schroller, P.E.	**DATE:** 11-23-09
DISTRIBUTION:	

Mile 6 West Road - Mile 9 North to SH 107
Progress Report
November 23, 2009

1) Schematic Development – schematic has been submitted to TxDOT and County for review
   a) Engineering Summary Report is complete and has been submitted for review
   b) Parcels are identified that require ROW acquisition.
2) Hydrology & Hydraulics
   a) Hydrology & Hydraulics Report is complete and has been submitted for review.
3) Utility coordination is ongoing
   a) Utility crossings and potential conflicts have been identified and are listed in a spreadsheet in Engineering Summary Report.
4) Environmental
   a) The EA has been submitted to the TXDOT District office. We are waiting on review comments.
5) Design Field Survey –
   a) Topographic survey files have been provided to TEDSI.
6) Coordination with TxDOT ongoing.

Aimee R. Schroller, P.E.

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept. **From:** Noe Montez

Attn: Vangie

Fax: **Pages:**

Phone: **Date:** 12/10/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoice #299531 from Tedsi on the next CC for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-19035 **13.B.**

Pct #3-Invoice #s 09129, 09130, 09131-Javier Hinojosa Engineering-C09-176-04-28 & C-08-505-01-20

CC CONSENT

Date:	12/22/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of the following Requests for Payment as submitted by contracted project engineer, Javier Hinojosa Engineering:

1. Inv# 09129 - $2,520.23-(C-09-176-04-28 - PO# 627569) for "Los Ebanos Road";
2. Inv # 09130 - $36,983.36-(C-08-505-01-20 - PO# 631493) for "Stewart Road (Drainage Outfall)"
3. Inv #09131 - $1,366.77 (C-08-505-01-20 - PO# 619299) for "Moorefield Road and Mi 5 N. Drainage Improvements".

BACKGROUND

Invoice #s 09129-Javier Hinojosa Engineering-C-09-176-04-28
Invoice #s 09130 & 09131-Javier Hinojosa Engineering-C-08-505-01-20

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 09129: Available funds in P.O. #627569 as of 12/18/09 is $2,520.23.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-078-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 09130: Available funds in P.O. #631493 as of 12/18/09 is $49,311.15.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-069-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 09131: Available funds in P.O. #619299 as of 12/18/09 is $1,366.77.

Attachments

Link: Invocie#s 09129, 09130 & 09131-Javier Hinojosa Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:01 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:09 PM	APRV
3	Perla Lopez	Perla Lopez	12/18/2009 09:43 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Letty Saenz

Started On: 12/15/2009 04:22 PM

Final Approval Date: 12/18/2009

SIGN: _____
REQ# 160555
PO# 627569

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09129

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: December 11, 2009

Project Name: Los Ebanos Road (Military Road north 4900 feet)

Description

Engineering services rendered for completion of the Preliminary Phase, R.O.W. Surveying, Design Phase and of the Design Phase for the Paving Improvements of Los Ebanos Road from Military Road north 4900 feet.

P.O.#627569
CONTRACT AMT.: **$20,161.89 (Design Plans)**
$2,000.00 (R.O.W. Surveying)
$22,161.89 TOTAL

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$5,040.47	100%	$5,040.47	$5,040.47	$0.00	$0.00
Design						
Phase 50%	$10,080.95	100%	$10,080.95	$10,080.95	$0.00	$0.00
Construction						
Phase 25%	$5,040.47	100%	$5,040.47	$2,520.24	$2,520.23	$0.00
R.O. W. Surveying	$2,000.00	100%	$2,000.00	$2,000.00	$0.00	$0.00
TOTAL	**$22,161.89**	**100%**	**$22,161.89**	**$19,641.66**	**$2,520.23**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: **$2,520.23**

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 12/15/09
GOODS/SERVICES RECEIVED BY
_____ ON _____
9-1303-431-00-123-005-0131

SIGN: _____
REQ# 16504
PO# 631493

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09130

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: December 14, 2009

Project Name: Stewart Road Drainage Outfall

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Stewart Road from Mile 5 3/4 north approximately 3,000 LF to the County's drainage ditch for the Val Verde Acres Subdivision and Citrus Shadow Subdivision.

P.O.#631493
CONTRACT AMT.: $49,311.15

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$12,327.79	100%	$12,327.79	$0.00	$12,327.79	$0.00
Design						
Phase 50%	$24,655.57	100%	$24,655.57	$0.00	$24,655.57	$0.00
Construction						
Phase 25%	$12,327.79	0%	$0.00	$0.00	$0.00	$12,327.79
TOTAL	$49,311.15	75%	$36,983.36	$0.00	$36,983.36	$12,327.79

TOTAL AMOUNT DUE THIS INVOICE: $36,983.36

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 12/15/09
GOODS/SERVICES RECEIVED BY
_____ ON _____
9-1339-431-00-123-078-0-133

SIGN: _____
REQ# 15031R
PO# 619299

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09131

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: December 14, 2009

Project Name: Moorefield Road and Mile 5 North Drainage Improvements

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase, two right of way parcels and completion of construction for the Drainage Improvements at Moorefield Road and Mile 5 North.

P.O.#619299
CONTRACT AMT.: **$21,868.35 (Design Plans)**
$3,000.00 (R.O.W. Parcels)
$24,868.35 TOTAL

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$5,467.09	100%	$5,467.09	$5,467.09	$0.00	$0.00
Design						
Phase 50%	$10,934.17	100%	$10,934.17	$10,934.17	$0.00	$0.00
Construction						
Phase 25%	$5,467.09	100%	$5,467.09	$4,100.32	$1,366.77	$0.00
R.O. W. Parcels	$3,000.00	100%	$3,000.00	$3,000.00	$0.00	$0.00
TOTAL	**$24,868.35**	**100%**	**$24,868.35**	**$23,501.58**	**$1,366.77**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: **$1,366.77**

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 12/15/09
GOODS/SERVICES RECEIVED BY
_____ ON _____

9_1339-431-00-123-069-0-733

AI-19082 **13.C.**

Invoice Payment #118-Guerra Construction

CC CONSENT

Date:	12/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of invoice #118 from "Guerra Construction-Contract #C-09-009-03-03" (segment 06A-Hidalgo) in the amount of ***$50,850.50*** through purchase order #624409 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

In connection with the Interlocal Agreement between Hidalgo County and Drainage District No. 1 for the purchase and installation of guardrail project along certain International Boundary/Water Commission (IBWC) Levees throughout Hidalgo County.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

$229,969.50 available funding in p.o. # 624409 as of 12/18/09. rc

Attachments

Link: Invoice Documentation

Link: Contract Documentation

Link: Interlocal Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2009 12:03 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 01:25 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 04:33 PM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Vangie Garcia Started On: 12/17/2009 03:51 PM

Final Approval Date: 12/18/2009

GUERRA CONSTRUCTION CO

6700 N MILE 3 1/2 WEST
WESLACO, TX 78596

Invoice

Date	Invoice #
11/23/2009	118

Bill To	Ship To
Hidalgo Co. 2812 S. Hwy. 281 Edinburg, Tx. 78540	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/23/2009			

Quantity	Item Code	Description	Price Each	Amount
3,225	Guard-Rail	Installation of 3225 Linear Feet of new straight Guard-rail	9.70	31,282.50
2,000	Guard-Rail	Installation of 2000 Linear Feet of new curved Guard-rail	9.70	19,400.00
6	Guard-Rail	Installation of 6 End Wings @ 28.00 ea.	28.00	168.00
		Location: DHS SEGMENT 0-6A IN HIDALGO....HIDALGO COUNTY DRAINAGE DISTRICT		

Total $50,850.50

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-009-03-03

THIS CONTRACT is made and entered into this **12th** day of **March, 2009,** by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"**(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 agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for **"New & Used Guard Rail Beam Materials & Installation"** 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 **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Guerra Construction**
Attn. Mr. Ricardo Guerra
6700 N. Mile 3 ½ W
Weslaco, Texas 78596

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Guerra Construction

By: _____

Printed Name: Ricardo Guerra

Title: _____

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: 3/3/09

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N Mile 3½ W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE Nº: (956) 968-6773 **FAX Nº:** (956) 969-9674

CELLULAR Nº: (956) 607-7487

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"
INSURANCE DOCUMENTATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2009

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126
San Juan, TX 78589-0126

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
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO
2909 IRIS
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HALLMARK SPECIALTY INSURANCE CO	
INSURER B: SOUTHERN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	TX6303870	01/05/2009	01/05/2010	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ NOT APPLICABLE
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	STC564310-04	05/14/2009	05/14/2010	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? If yes, describe under SPECIAL PROVISIONS below	SBP-0001129486	04/03/2009	04/03/2010	[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
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 BUSINESS 281
EDINBURG TX 78539

FAX # 318-2577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

9. **Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Auctioneer Services" - (RFB 09-058-02-11-YSI).**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval with Abrego.

10. **Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

11. **In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for purchase on weekly agendas (consent or regular) of the following:**

A. Acquisition of items from previously approved authorizations to purchase from contracts through the County's membership/participation from State, Cooperative Programs, Associations, etc.; or, in the alternative,

NO ACTION taken on this item.

B. Limits by amount of purchase:
a) No limit on amount of purchase (as long a previously approved general authority to purchase from supporting documentation is provided as attached hereto); or,

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

b) Other combinations/thresholds

NO ACTION taken on this item.

C. No placement of requests for payment of invoices (consent or regular from contracts unless specified in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. Other items

NO ACTION taken on item D.

AI-14160 **22.A.10.**

New & Used Guard Rail Beam Materials & Installation

CC REGULAR

Date: 03/03/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: March 11, 2009.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-433
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 2-26-09 $4,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available Balance as of 2-26-09 $111,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 2-26-09 $23,850.62.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available Balance as of 2-26-09 $30,477.66.

Attachments

Link: Participation Log - Tabulation Sheet
Link: CONTRACT DOCUMENTATION
Link: DEPT.-APPROVAL MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 07:45 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yolanda Velasquez Started On: 02/20/2009 09:55 AM
Final Approval Date: 02/27/2009

EXHIBIT A-1

TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DATED APRIL 22, 2008
SCHEDULE OF PAYMENTS

ADDITIONAL SERVICES

As required by Exhibit "A" of the Interlocal Cooperation Agreement (the "Agreement") dated April 22, 2008, between Hidalgo County Drainage District No. 1 (the "Drainage District") and Hidalgo County (the "County"), and as permitted by Paragraph 2 of the Agreement, the parties hereby mutually consent that the Drainage District will reimburse County, within thirty (30) days of receipt of invoice from County by Drainage District, an amount not to exceed Five Hundred and Twenty-Six Thousand Eight Hundred and Eighty-five Dollars and No/100ths ($526,885.00) for the purchase and installation of guardrail along certain International Boundary Water Commission ("IBWC") levees throughout Hidalgo County.

In witness whereof, the parties hereto have caused this Exhibit A-1 to be executed and added to the Agreement on this the 20th day of January 2009.

HIDALGO COUNTY, TEXAS

J.D. Salinas III, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

J.D. Salinas, III, Chairman of the Board

Approved as to Form:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

18. **Budget & Management - Raul Silguero Jr.:** (SEE EXHIBIT V)

A. **Constable Precinct No. 4 (1100):**
1. Approval to correct the budgeted salary for one (1) temporary full-time Secretary position, slot no. T010 to $26,090.00. (previously approved by CC on 01/06/09).
2. Approval of revised salary schedule.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

B. **DBM- W/C Division (2202):**
1. Approval to correct the program no. for one (1) Planning Analyst I position, should have been program 065, slot no. 0015, not program 060, slot no. 0001.
2. Approval of revised salary schedule

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

C. **93rd District Court (1100):**
1. Approval to allocate Supplemental Pay for slot no. 0002, employee no. 023302, in the amount of $3,000.00 for administrative duties transferred to the 93rd District Court.
2. Approval of 2009 revised salary schedule.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item E.

D. **1. Discussion, consideration and action to proceed with refunding certain county debt obligations resulting in savings to the county.**

NO ACTION taken on this item.

2. Adoption of an Order Authorizing Issuance of the Hidalgo County, Texas General Obligation Refunding Bonds, Series 2009, delegating certain discretionary authority to the County Judge and other designated officials of the County to authorize issuance upon the satisfaction of certain Parameters.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #15-A.

E. **1. Discussion, consideration, and approval of mutual service agreement between Hidalgo County (County) and Hidalgo County Drainage District No. I (HCDD1) for services to be provided by County and be reimbursed by HCDD1 as allowed under Section 2 of Interlocal Cooperation Agreement approved on April 22, 2008.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. Approval of certification of estimated revenue (as certified by the County Auditor) in the amount of $526,885.00 as a result of mutual service agreement between County and HCDD1.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. Approval of 2009 appropriation of funds into County Wide Administration in the amount of $526,885.00.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

F. Sanitation Pct. 2 (1100):

1. Approval to create one *(1)* regular fulltime Custodian position, slot no.0026 budgeted at $18,720.00 per year.

2. Approval of revised salary schedule.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

G. Elections Department (130):

1. Approval to delete (1) one vacant, permanent full time Voter Registration Assistant position, slot no. 0008 at $31,935.00 per year.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. Approval to create (1) one permanent full time Street Indexing Specialist position, slot no. 0086 at $34,000.00 per year.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. Approval of position reclassifications for the following:

Slot no.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
0010	Admin. Sec/Bookkeeper	$29,445.00	Accounting Clerk	$32,000.00
0014	Date Processor	$24,149.00	Data Processor III	$27,000.00
0015	Date Processor	$21,149.00	Data Processor II	$25,000.00
0016	Election Clerk	$21,424.00	Data Processor II	$25,000.00
0017	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0018	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0019	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0020	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0021	Election Clerk	$21,424.00	Data Processor I	$24,000.00
0022	Data Processor	$21,424.00	Data Processor I	$24,000.00
	Total	$224,711.00		$254,000.00

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

18.E.

AI-13625
Mutual Agreement with Drainage District
CC REGULAR

Date: 01/28/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

1. Discussion, consideration, and approval of mutual service agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for services to be provided by County and be reimbursed by HCDD1 as allowed under Section 2 of Interlocal Cooperation Agreement approved on April 22, 2008.
2. Approval of certification of estimated revenue (as certified by the County Auditor) in the amount of $526,885.00 as a result of mutual service agreement between County and HCDD1.
3. Approval of 2009 appropriation of funds into County Wide Administration in the amount of $526,885.00.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz Started On: 01/23/2009 04:24 PM
Final Approval Date: 01/23/2009

Purchase Order

COUNTY OF HIDALGO

PO#: 616815

DATE: 01/30/09

VENDOR: 313025 REQ:00148013

Email:

Phone:(956)687-7435

GUERRA CONSTRUCTION CO.
6700 N. MILE 3 1/2 W.
WESLACO TX 78596

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
28050	EACH	INSTALLATION OF 28,050 LINEAR FEET OF METAL BEAM GUARD FENCE	18.50	518,925.00
300	EACH	INSTALLATION OF 300 LINEAR FEET OF RADIUS RAIL	20.00	6,000.00
20	EACH	INSTALLATION OF 20 FLAIRED-END WINGS	98.00	1,960.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		526,885.00
		********** For Hidalgo County use only		
		9-1100-415-00-115-002-0-350 526,885.00		
		Approved ----------		

Authorized by: Martha L. Salazar

AI-19064 **13.D.**

BCAP Change Order #1 South Palm Garden Estates I & II Subdivison Pct. No. 1

CC CONSENT

Date:	12/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Change Order No. 1 (increase) with contractor Total Commitment, LLC for South Palm Garden Estates I and II Subdivisions due to road will be reconstructed instead of repaved resulting in the amount of $2,007.82 as submitted through project engineer, TEDSI Infrastructure Group (C-CAP-09-383-10-27)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-687/688-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report as of 12-18-09 for program #'s 687 & 688 for funding availability.

Program #687-So. Palm Garden Estates #1 S/D
Program #688-So. Palm Garden Estates #2 S/D

Original Contract Price - $70428.80
Change Order #1 increase - $2,007.82
Amended Contract Price - $72,436.62, pending CC approval of Change Order #1

Attachments

Link: Change Order No. 1 South Palm Garden Estates I & II Subdivision

Link: So. Palm Gardens #1 & 2 expense report as of 12-18-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:18 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:33 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/18/2009 08:09 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Marcie Jackson

Started On: 12/16/2009 04:09 PM

Final Approval Date: 12/18/2009

CHANGE ORDER #1

PROJECT: ROAD & DRAINAGE CONSTRUCTION FOR SOUTH PALM GARDEN ESTATES I & II SUBDIVISIONS

DATE OF ISSUANCE: December 9, 2009 **EFFECTIVE DATE:**

OWNER: HIDALGO COUNTY
OWNER's Contract No.: C-CAP-09-383-10-27

CONTRACTOR: TOTAL COMMITMENT, LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Modified quantities for Items 354 and 3035. Added items 251, 310 and 2500 along quantities.
2.
3.
4.
5.
6.

Reason for Change Order:
1. Level-up no longer adequate for roadway improvements.
2.
3.
4.
5.
6

Attachments: Change Order No 1 Tabulations South Palm Garden Estates I & II Subdivisions

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 70,428.80		Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 70,428.80		Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase (decrease) of this Change Order $ 2,007.82		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 72,436.62	Net % increase (decrease) from original contract price. 2.85 %	Contract Time with all approved Change Orders Substantial Completion: 60 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 12/14/2009

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 12-14-09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
SOUTH PALM GARDEN ESTATES I SUBDIVISION
BID NUMBER: C-CAP-09-383-10-27

Item Number	Original Plan Quantity	Change Order #1 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
				(905) ROADWAY					
340	3120		SY	D-GR HMA(METH)TY D SAC-B PG76-22	$9.00		$28,080.00	$0.00	$28,080.00
500	1		LS	MOBILIZATION	$900.00		$900.00	$0.00	$900.00
502	1		MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$900.00		$900.00	$0.00	$900.00
666	39		LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	$7.00		$273.00	$0.00	$273.00
666	90		LF	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	$0.90		$81.00	$0.00	$81.00
666	472		LF	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	$0.90		$424.80	$0.00	$424.80
				CHANGE ORDER NO. 1					
354	822	0	SY	PLANE ASPH CONC PAV(1")	$5.50	$0.00	$4,521.00	-$4,521.00	$0.00
3035	3120	0	SY	BLADE LEVEL-UP (HOT MIX ASPHALT)	$1.50	$0.00	$4,680.00	-$4,680.00	$0.00
251		3120	SY	REWORK BS MTL (TY D)(6")(DENS CONT)	$0.00	$0.50	$0.00	$1,560.00	$1,560.00
310		624	GAL	PRIME COAT(MC-30)	$0.00	$5.68	$0.00	$3,544.32	$3,544.32
2500		3120	SY	EN-1 TRT (EXIST MTL)(6")	$0.00	$1.00	$0.00	$3,120.00	$3,120.00
2500		18	GAL	EN-1 ROADBOND (0.0056 GAL/SY)	$0.00	$110.00	$0.00	$1,980.00	$1,980.00
				Total Roadway:			**$39,859.80**	**$1,003.32**	**$40,863.12**
				(906) DRAINAGE					
				Total Drainage:			**$0.00**	**$0.00**	**$0.00**
				TOTAL BASE AMOUNTS:			**$39,859.80**	**$1,003.32**	**$40,863.12**

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
SOUTH PALM GARDEN ESTATES II SUBDIVISION
BID NUMBER: C-CAP-09-383-10-27

Item Number	Original Plan Quantity	Change Order #1 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
				(905) ROADWAY					
340	2371		SY	D-GR HMA(METH)TY D SAC-B PG76-22	$9.00	$9.00	$21,339.00	$0.00	$21,339.00
500	1		LS	MOBILIZATION	$1,200.00	$1,200.00	$1,200.00	$0.00	$1,200.00
502	1		MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$900.00	$900.00	$900.00	$0.00	$900.00
666	18		LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	$7.00	$126.00	$126.00	$0.00	$126.00
666	120		LF	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	$0.90	$108.00	$108.00	$0.00	$108.00
666	160		LF	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	$0.90	$144.00	$144.00	$0.00	$144.00
				CHANGE ORDER NO. 1					
354	581	0	SY	PLANE ASPH CONC PAV(1")	$5.50	$0.00	$3,195.50	-$3,195.50	$0.00
3035	2371	0	SY	BLADE LEVEL-UP (HOT MIX ASPHALT)	$1.50	$0.00	$3,556.50	-$3,556.50	$0.00
251		2371	SY	REWORK BS MTL (TY D)(6")(DENS CONT)	$0.00	$0.50	$0.00	$1,185.50	$1,185.50
310		475	GAL	PRIME COAT(MC-30)	$0.00	$5.60	$0.00	$2,660.00	$2,660.00
2500		2371	SY	EN-1 TRT (EXIST MTL)(6")	$0.00	$1.00	$0.00	$2,371.00	$2,371.00
2500		14	GAL	EN-1 ROADBOND (0.0056 GAL/SY)	$0.00	$110.00	$0.00	$1,540.00	$1,540.00
				Total Roadway:			**$ 30,569.00**	**$ 1,004.50**	**$ 31,573.50**
				(906) DRAINAGE					
				Total Drainage:			**$0.00**	**$0.00**	**$0.00**
				TOTAL BASE AMOUNTS:			**$ 30,569.00**	**$ 1,004.50**	**$ 31,573.50**

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	686.91	1,578.03	30.33
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	398.17	4,305.99	.00	100.00
9-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,853.38	1,241.34	612.04	.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	7,086.23	.00	.00	7,086.23	.00
687		**.00**	**58,673.69**	**1,639.51**	**5,604.94**	**51,429.24**	**12.35**
688							
9-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIRECT COST	.00	1,873.88	.00	574.66	1,299.22	30.67
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	322.49	3,568.55	.00	100.00
9-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,594.66	982.62	612.04	.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	5,799.22	.00	.00	5,799.22	.00
688		**.00**	**48,531.80**	**1,305.11**	**4,755.25**	**42,471.44**	**12.49**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**107,205.49**	**2,944.62**	**10,360.19**	**93,900.68**	**12.41**
9 YEAR 9		**.00**	**107,205.49**	**2,944.62**	**10,360.19**	**93,900.68**	**12.41**

AI-19048 **13.E.**

Request for Fuel Cards

CC CONSENT

Date:	12/22/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

a. Constable Pct 4
b. Health and Human Services, if applicable;

2. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training for:
n/a

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: VARIOUS

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

BUDGETARY IMPACT:

See attached exp. report fot funding sources.

Attachments

Link: constpct4 12-22-09

Link: HHS 12-22-09

Link: Exp object code 626

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:11 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:13 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 11:18 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Ovidio Gonzalez

Started On: 12/16/2009 02:14 PM

Final Approval Date: 12/18/2009

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☒ Add Driver Pin ☐ Delete/ Cancel Card ☐ Delete/Cancel Driver

Department: Hidalgo County Constable Pct. 4
Billing Address: 2814 So. Bus. Hwy 281 Edinburg, Texas 78539
Fuel Card Manager: Raul Garcia
This person can not have use of the fuel card
Phone Number: 956-383-8560 **County Email:**
Web user Name: RGARCIA **Password:**
Hidalgo Co Acct Number:
Requested By:
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	*Purchasing Dept. Use Only* Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Fuel Policy
Armando Patlan	05/03/1963	023596		

Form F.1.1 Revised 12/23/2008 *Attach separate list if additional users are required*

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Hidalgo County Constable Pct. 4
Billing Address: 2814 So. Bus. Hwy 281 Edinburg, Texas 78539
Fuel Card Manager: Raul Garcia
This person can not have use of the fuel card
Phone Number: 956-383-8560 **County Email:**
Web user Name: R. GARCIA **Password:** E
Hidalgo Co Acct Number:
Requested By:
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip)	VIN Number (N/A = Non-vehicle)	Purchasing Dept Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept Use Only Training Date & Signed Fuel Policy
Martin B. Baca	08/22/66	079316		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** x☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Health & Human Services
Billing Address:	1304 South 25th Ave, Edinburg, TX 78539
Fuel Card Manager:	Eduardo Olivarez
	This person can not have use of the fuel card
Phone Number:	(956)383-6221 **County Email**: eddie.olivarez@hchd.org
Web user Name:	health **Password:**
Hidalgo Co Acct Number:	9-1100-441-00-340-001-0-682
Requested By:	Eduardo Olivarez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Candida Requenez	02/25/1971	072001		
Prepedigna Hernandez	06/03/1960	101303		
Sonia Salinas	04/15/1975	128422		
Melissa Requenez	05/28/09	054496		

Account No/Description	Original Budget	Adjustments	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
9-1100-421-00-294-001-0-626 CONSTABLE PCT.4-GASOLINE/DIES	.00	13,928.00	13,928.00	.00	.00	.00	13,928.00	.00
001	**.00**	13,928.00	**13,928.00**	**.00**	**.00**	**.00**	**13,928.00**	**.00**
9-1100-421-00-294-007-0-626 CONST PCT4-PK LOT SEC-GASOLIN	.00	6,011.37	6,011.37	.00	.00	.00	6,011.37	.00
007	**.00**	6,011.37	**6,011.37**	**.00**	**.00**	**.00**	**6,011.37**	**.00**
9-1100-441-00-340-001-0-626 HEALTH ADM-GASOLINE/DIESEL	.00	27,000.40	27,000.40	200.00	18.08	18.08	26,782.32	.81
001	**.00**	27,000.40	**27,000.40**	**200.00**	**18.08**	**18.08**	**26,782.32**	**.81**
9-1293-441-00-340-005-0-626 H.D. ADM-GASOLINE/DIESEL	.00	10,000.00	10,000.00	.00	.00	.00	10,000.00	.00
005	**.00**	10,000.00	**10,000.00**	**.00**	**.00**	**.00**	**10,000.00**	**.00**
9-1293-441-00-340-013-0-626 TDH PHPSB-GASOLINE/DIESEL	.00	1,000.00	1,000.00	663.57	336.43	336.43	.00	100.00
013	**.00**	1,000.00	**1,000.00**	**663.57**	**336.43**	**336.43**	**.00**	**100.00**
9-1293-441-00-340-042-0-626 CPS/PHER-GASOLINE/DIESEL	.00	5,000.00	5,000.00	.00	.00	.00	5,000.00	.00
042	**.00**	5,000.00	**5,000.00**	**.00**	**.00**	**.00**	**5,000.00**	**.00**

AI-19047 **13.F.**

Consulting Services for a Feasibility Study for H.C. Commuter Rail District
CC CONSENT

Date:	12/22/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to re-advertise a Request for Qualifications for "Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail District System" as requested by Board of Commuter Rail District" with new dates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:11 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:32 PM	APRV
3	Roland Garcia	Rolando Garcia	12/18/2009 03:32 PM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 12/16/2009 01:37 PM

Final Approval Date: 12/18/2009

AI-19044 **13.G.**

Raptor RP-1

CC CONSENT

Date:	12/22/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Kustom Signals, Inc.	Emergency Equipment & Supplies	EF04-09

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting exception from "Order" approved designating 10-16-09 as deadline for major purchases for the Elected Offices/Programs/Agencies or Departments for the purchase of computer equipment/peripherals, with assurances by the following and vendor that all requested goods and/or services will be received prior to 12-31-09;
3. Acceptance and approval of proposals received from the following vendors through the County's participation/membership with (HGAC).

Requisition	Vendor	Department	Amount	Account Number
166738	Kustom Signals, Inc.	Constable Pct. 3	$2,453.42	9-1100-421-00-293-001-0-748

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-293-001-0-748

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

BUDGETARY IMPACT:

$2,453.42 Available funding in req# 00166738.

Attachments

Link: Kustom Signals Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:10 PM	APRV

2	Budget & Management	Erika Zamora	12/17/2009 04:11 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 11:09 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Matilde Faz Started On: 12/16/2009 11:00 AM

Final Approval Date: 12/18/2009

Requisition

Req # 00166738

PO #

Date: 12/03/09

Bill To: x
x

Vendor : 308714
KUSTOM SIGNALS, INC.
P O BOX 411882
KANSAS CITY MO 64141-1882
FAX (913)492-1703

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: RCAVAZOS
956-205-7031

Contract No: EF04-09

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC CONTRACT EF04-09 REQUESTING A PO FOR RADARS. VEHICLES HAVE NOT BEEN ASSIGNED YET. DO NOT DUPLICATE ORDER		
2.00		RAPTOR RP-1, SINGLE K-BAND ANTENNA, DIRECTIONAL MODE	949.03	1,898.06
2.00	EACH	UPGRADE TO RAPTOR RP-1 DUAL K-BAND ANTENNA, DIRECTIONAL MODE	248.68	497.36
2.00	EACH	SHIPPING AND HANDLING COSTS	29.00	58.00
		Account No	Encumbrance	
		9-1100-421-00-293-001-0-748	2,453.42	
			Freight	.00
			Total	2,453.42
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		# 50820 # 50821		
		confirmed Mr. Alvarado. 748 BZ		

Authorized By: _____

KUSTOM SIGNALS, INC.
A SUBSIDIARY OF PUBLIC SAFETY EQUIPMENT, INC
9325 Pflumm, Lenexa KS 66215-3347
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Date 11/18/2009

To... LARRY GALLARDO
HIDALGO COUNTY CONSTABLE PCT 3

730 N BREYFOGLE
MISSION TX 78572

Quote # 4499584565927
Terms Net 30
This Quote Expires on 02/16/2010
Phone 956-581-6800
Fax

Qty	Product Description	UnitPrice	SubTotal
	HGAC CONTRACT EF04-09		
2	RAPTOR RP-1, SINGLE K-BAND ANTENNA, DIRECTIONAL MODE	$949.03	$1,898.06
2	UPGRADE TO RAPTOR RP-1, DUAL K-BAND ANTENNA, DIRECTIONAL MODE	$248.68	$497.36
2	SHIPPING & HANDLING COSTS	$29.00	$58.00
	OPTION--NOT INCLUDED IN PRICE		
	UPGRADE TO RAPTOR RP-1, DUAL K-BAND ANTENNA, DIRECTIONAL AND SAME LANE MODE	$436.45	$0.00
	BUDGET		

Total $2,453.42

Signature Jenny Covington

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.
*** Order subject to agreement between Kustom Signals and customer on configuration and terms ***
*** Payment Terms: Net 30 from date of Invoice ***

Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due net 30 days of invoice in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) the Buyer returns any non-defective goods covered by this purchase order; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Buyer will not ship, transfer or export the goods into any country or use the goods in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the goods are identified as export controlled items under the Export Laws, Buyer represents and warrants that Buyer is not a citizen, or otherwise located within, an embargoed nation (including, without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, and North Korea) and that Buyer is not otherwise prohibited under the Export Laws from receiving the goods.

11. **MISCELLANEOUS.** This purchase order, together with any other written agreement between Buyer and Seller, if any: (i) is the exclusive statement of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties; and (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. This purchase order is: (1) solely for the benefit of the parties, and no provision of this purchase order will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of this purchase order is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9325 Pflumm
Lenexa, KS 66215

Radar Mounting Options



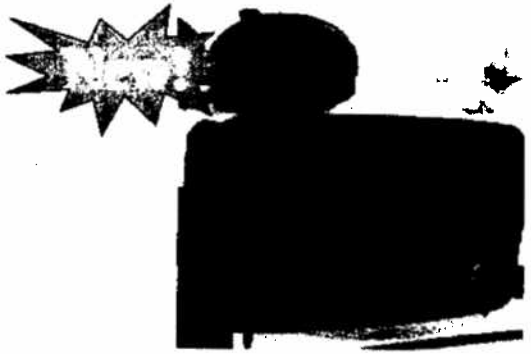
Antenna suction cup w/ 1 ball



Antenna suction cup w/ 2 ball



Antenna windshield permanent mount



Separated display suction mount



Antenna rear deck



Antenna stick-on permanent mount



Display bail mount



Separated display permanent stick-on mount

KUSTOM SIGNALS, INC.
A PUBLIC SAFETY EQUIPMENT COMPANY

PDF created with pdfFactory Pro trial version www.pdffactory.com

Raptor RP-1 Specifications

DuraTrak™ (patent pending) technology utilizes a target tracking graphical display to indicate the tracking history of a particular signal. DuraTrak measures multiple targets and displays the signal graphic for the strongest and fastest target signals. DuraTrak provides the officer with a new level of confidence for target identification and complete tracking history.

Smart Patrol Search (patented)
The Raptor RP-1 can be operated with or without speedometer input. If the speedometer input is not connected, the unit will use its patented Smart Patrol Search (SPS) software to reduce patrol shadowing and patrol combining when coming out of Hold mode.

TruTrak™ (patented)
The Raptor RP-1 has the ability to interface with your patrol vehicles speed sensor (VSS). The speed sensors input pulses steer the DSP in the search for the Doppler patrol signal. This patented technique, (TruTrak™) virtually eliminates problems of patrol shadowing and patrol combining.

General Specifications

Type	Two-piece, Directional Moving/ Stationary, Doppler radar system
Compliance	Meets IACP/NHTSA and FCC specifications
Power Requirements	10.0 - 16.5 VDC (Currents typical at 13.6VDC) transmit w/ target, back light on: 240 ma transmit no target, back light off: 160 ma Standby (HOLD): 100 ma
Environmental	-22°F (-30°C) to 140°F(+60°C); 90% relative humidity at 98°F (+37°C), noncondensing
Display	Graphical type LCD with full alpha-numeric messages. Manual or Automatic backlight adjustment.
Target Speed Limits	Typical: 6 to 208 mph
Accuracy	Stationary ±1 mph Moving +1/-2 mph

Antenna Specifications

Frequency	24.125+.1 GHz (K-Band)
Power Density	< 1mW/cm^2 at antenna face
Antenna Type	Planar Array
Polarization	Linear
Horizontal Beamwidth	12°
Receiver Type	Dual Channel Low-Noise with fully shielded pre-amplifiers

Modes of Operation

Stationary Operation
- Direction Sensing/Selection
- Fastest Vehicle Mode

Moving Opposite Operation
- Fastest Vehicle Mode
- TruTrak with automatic moving/stationary mode selection
- SMART Patrol Search Feature

Optional Operations

Moving Same-Direction Operation
- Automatic faster/slower target detection
- Fastest Vehicle Mode

IR Remote Control

KUSTOM SIGNALS, INC.
A PUBLIC SAFETY EQUIPMENT COMPANY

9325 Pflumm • Lenexa, KS 66215-3347
Tel: 913-492-1400 • 800-4KUSTOM
Fax: 913-492-1703 • www.kustomsignals.com

RAPTOR RP-1

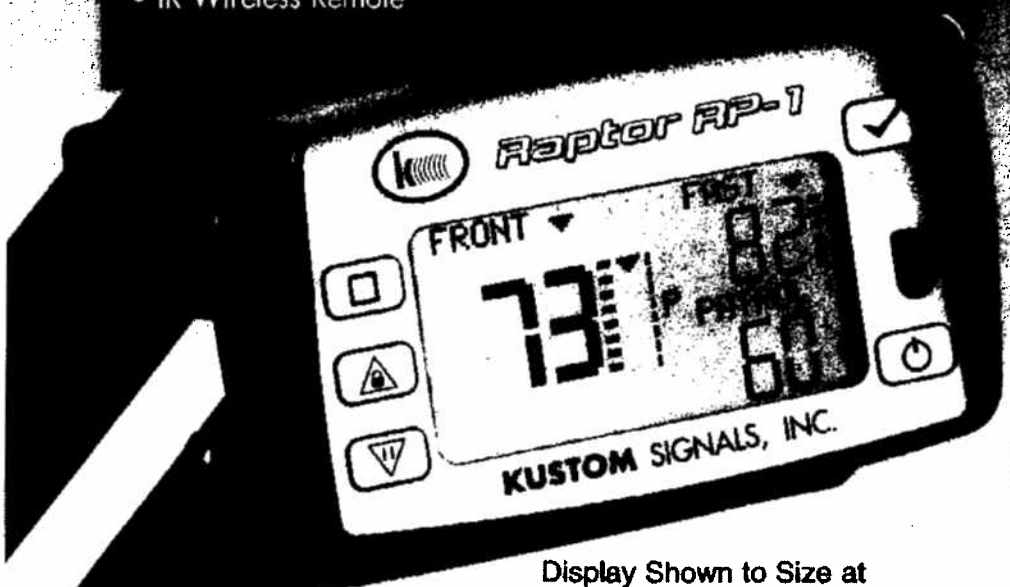
Smallest Moving Doppler Radar on the Market!

Benefits
- Smaller Form Factor
- Lower Power Consumption
- Complete Enforcement Control from Display
- Waterproof Display and Antenna

Features
- Graphical Display (LCD) with Full Text Messages
- In-Car Video Integration
- Digital Signal Processing (DSP)
- Fastest Target Mode
- Single or Dual K-band Antennas

Patented Features
- TruTrak™ with Automatic Mode Switching
- Smart Patrol Search
- DuraTrak™ Target Duration Tracking Graphic

Options
- Same Direction Moving Mode
- IR Wireless Remote



Raptor RP-1 Radar with DuraTrak™ Technology (Patent Pending)

Display Shown to Size at
2.6" x 4.1" x 1.5"

KUSTOM SIGNALS, INC.
A PUBLIC SAFETY EQUIPMENT COMPANY

HGACBuy THE SMART PURCHASING SOLUTION

EMERGENCY EQUIPMENT & SUPPLIES

LAW ENFORCEMENT EQUIPMENT

Contract No.: EP04-09

Effective Date: Apr 1, 2009 to Mar 31, 2011

Note: The four categories are :
(A) Speed Detection Instruments/Systems
(B) In-Vehicle Video Recording Systems
(C) Automated License Plate Recognition Systems
(D) Portable Breath Alcohol Testers
The table below shows base bid items only. Other configurations, options and accessories are available. Please contact the indicated contractor to discuss your needs and obtain a written HGACBuy Contract Pricing Worksheet.

- Applied Concepts
- Coban Technologies
- Digital Ally, Inc.
- Digital Safety Technologies, Inc.
- Federal Signal Corporation
- ICOP Digital, Inc.
- International Police Technologies, Inc.
- Kustom Signals, Inc.
- L-3 Communications Mobile-Vision, Inc.
- Laser Technology, Inc.
- Lifeloc Technologies Inc
- Monitor Systems
- MPH Industries
- Nestor Traffic Systems, Inc.
- Watchguard Video

Applied Concepts

A. Speed Detection Instruments/Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
AA01	Stalker Basic - stationary application. General Description: hand-held doppler radar, cordless design. Operating frequency: K-band. Backlit LCD display. Trigger activated transmission. Doppler audio. Power: internal battery. Weight: 1 lb. 10 oz. with battery. Components: Complete unit, ready for use, programmed with necessary software, battery, battery charger, cigarette lighter power plug adapter, power cord, carrying case. Target Speed Range: 5 to 200 mph. Accuracy: +/- 1 mph.	$795.00
AA02	Stalker II SDR - General Description: handheld stationary doppler radar, cordless design. Operating frequency: Ka-band. Backlit, LCD display. Trigger activated transmission. Doppler audio. Battery: rechargeable, removable Li-Ion. Weight: 2.15 pounds with battery handle. Components: complete unit, ready for use, programmed with necessary software, battery handle, battery charger, cigarette lighter power plug adapter, power cord, carrying case. Target Speed Range: 5 to 200 mph. Accuracy: +/- 1 mph.	$1,495.00
AA03	Stalker II MDR- General Description: handheld moving/stationary doppler radar, cordless design. Moving applications. Opposite or same direction tracking. Operating frequency: Ka-band. Backlit, LCD display. Trigger activated transmission. Doppler audio. Battery: rechargeable, removable Li-Ion. Weight: 2.15 pounds with battery handle. Components: complete unit, ready for use, programmed with necessary software, battery handle, battery charger, cigarette lighter power plug adapter, power cord, carrying case. Target Speed Range: Selectable with 5/20 key. 5 in patrol window for acquisition of 5 to 90 mph; 20 in patrol window for acquisition of 20 to 90 mph. Patrol speed, locked, trackable to 199 mph. Target, moving, opposite lane: 20 to 195 mph @ 5 mph patrol speed, 35 to 130 mph @ 70 mph patrol speed. Target, moving, same lane: +/- 70% of patrol speed within 5 mph of patrol speed. Accuracy: +/- 1 mph.	$2,395.00
AA04	Stalker Lidar - General Description: hand-held, cordless design. Stationary applications. Backlit, LCD display. Heads-up targeting display. Battery: rechargeable, removable NiMH. Doppler audio. Trigger activated or continuous transmission. Inclement weather mode. Simultaneous speed and range. RS232 port for camera and computer interface. Weight: 3.8 pounds with battery handle. Components: complete unit, ready for use, programmed with necessary software, sighting scope, battery handle, battery charger, cigarette lighter power plug adapter, carrying case and power cord, carrying case. Target Range, feet (min/max): 5/4000. Target Speed Range: 1 to 299 mph. Accuracy: +/- 1 mph, +/- 1 foot	$2,850.00
AA05	Stalker Dual SL - General Description: vehicle-mounted design. Stationary or moving applications. Operating frequency: Ka band. Dual antenna. Backlit, LED display. Opposite or same direction tracking. Audio verification of antenna and direction. Backlit, cordless remote. Doppler audio. RS232 port for camera and computer interface. Components: complete unit, ready for use, with dual antenna, programmed with necessary software, detachable display unit, cordless remote. Speed Range: Target, stationary: 12 to 200 mph. Target, moving, opposite lane: 20 to 195 mph @ 5 mph patrol speed, 35 to 130 mph @ 70 mph patrol speed. Patrol speed 5 to 90 mph. Accuracy: Stationary: +/- 1 mph; Moving: +/- 2 mph.	$2,250.00
AA06	Stalker DSR - General Description: vehicle-mounted design. Stationary or moving applications. Directional technology. Operating frequency: Ka band. Dual antenna. LED display. Opposite or same direction tracking, with rearward strongest/fastest targeting. Audio verification of antenna and direction. Backlit LCD. Cordless remote. Doppler audio. RS232 port for camera and computer interface. Components: complete unit, ready for use, with dual antenna, programmed with necessary software, detachable display unit, cordless remote. Speed Range: Target, stationary: 12 to 200 mph. Target, moving, opposite lane: 20 to 195 mph @ 5 mph patrol speed, 35 to 130 mph @ 70 mph patrol speed. Patrol speed 5 to 90 mph. Accuracy: Stationary: +/- 1 mph; Moving: +/- 2 mph.	$3,250.00
AA07	Stalker DSR 2X - General Description: vehicle-mounted design. Stationary or moving applications. Directional technology. Rear traffic collision alert. Two to four vehicle stationary monitoring. Operating frequency: Ka band. Dual antenna. LED display. Opposite or automatic same direction tracking, with rearward strongest/fastest targeting. Audio verification of antenna and direction. Backlit LCD. Cordless remote. Doppler audio. RS232 port for camera and computer interface. Components: complete unit, ready for use, with dual antenna, programmed with necessary software, detachable display unit, cordless remote. Speed Range: Target, stationary: 12 to 200 mph. Target, moving, opposite lane: 20 to 195 mph @ 5 mph patrol speed, 35 to 130 mph @ 70 mph patrol speed. Patrol speed 5 to 90 mph. Accuracy: Stationary: +/- 1 mph; Moving: +/- 2 mph.	$3,450.00
AA08	Stalker Speed Board - General Description: Portable, free-standing speed display sign. Built-in, directional radar (ka-band). Speed range: 1 to 99 mph. Adjustable sensitivity. Weather-resistant, aluminum construction. Two-digit LED display (14-inch height). Locking access door. Automatic low light dimming. DC power supply design for use with accessory outlet or battery. Components: complete unit, ready for use, with Stalker DSR radar, ready for ground or trunk use (suction cup support legs), with necessary software, LED, and wiring.	$3,695.00

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Coban Technologies

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B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
BB01	TopCam G2 (Bidder shall provide option pricing available for the VMDT configuration with separate 12" monitor, et cetera. Bidder shall also price Coban video transfer equipment, storage management software base system options and external storage and video server hardware) Camera: Sony FCB-IX10A low light, 40X total zoom (10X optical zoom, 4X digital zoom), in-vehicle, color camera. Monitor & Controls: (Available in both overhead and detached mount configurations) 6.4" touch screen monitor with optional integration with existing laptops or MDTs for viewing, controlling and inputing data. Video capture: MPEG1/MPEG2/MPEG4 Automatic record triggers: emergency lights, siren, wireless remote, Audio: Programmable wireless microphone (no tape wires) with auto-activation, auto synchronization with system, 1000 foot line of site range, panic button, covert in-car microphone on second audio channel. Recorder/Data transfer: Ready for three modes: digital format recorder with removable hard drive, Ethernet, or wireless transmission	$5,250.00

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Digital Ally, Inc.

B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
BE01	DVM-500 - A complete digital in-car video system integrated into a rear view mirror & easily installed in any brand, make or model of vehicle. Built-in ultra bright, sunlight-readable 3.5-inch Color TFT Monitor, covert back seat infrared camera, internal mic, speaker and GPS with "mark" button, electronic locking door with key code access, internal backup battery that provides up to 30 minutes of continuous operation in case of unexpected power loss. Ultra compact color camera with 120X Digital Zoom and special low light night mode and near focus mode. 900 MHz Audio Transceiver with auto activation/deactivation and automatically syncing. 60 Seconds Pre-event record. Records up to 16 hours on CF Flash Card. Light, sirens and other triggers for record activation. Radar interface, crash sensor, speedometer speed sensor. User friendly software for easy playback, file management and archiving to DVD's, CD-Roms or hard drives.	$4,250.00
BE02	DVM-750 - A complete digital in-car video system integrated into a rear view mirror & easily installed in any brand, make or model of vehicle. Built-in ultra bright, sunlight-readable 3.5-inch Color TFT Monitor, covert back seat infrared camera, internal mic, speaker and GPS with "mark" button, electronic locking door with key code access, internal backup battery. Ultra compact color camera with 120X Digital Zoom and special low light night mode and near focus mode for reading driver's license. 60 Seconds Pre-event record & the ability to connect up to three cameras and record from two cameras plus three audio channels simultaneously. New VoiceVault™ Advanced Wireless Microphone with On-Board Memory that can record audio evidence even when the officer is beyond the range of the in-car recording device, transmission range of up to one mile, bi-directional communication, GPS with "mark" feature, memo function to record audible notes, full digital audio transmission, true frequency hopping technology, embedded date/time and GPS coordinates, vibrating covert signals and button press confirmation, and an emergency call feature that will send a "help" message and GPS coordinates back to the vehicle. Records up to 32 hours on CF Flash Card. Light, sirens and other triggers for record activation. Radar interface, crash sensor, speedometer speed sensor. User friendly software for easy playback, file management and archiving to DVD's CD-Roms or hard drives.	$4,525.00
BE03	FirstVu™ - a compact, solid state professional, wearable digital audio and video recorder that can be attached to a law enforcement officer's uniform. It has many of the features of the DVM series of In-Car Video Systems, without being "tethered" to the police cruiser or other vehicle. Key features include easy-to-use four-button operation with vibrating notifications, infrared illumination, a lithium polymer battery for up to five hours of recording, pre-event recording capabilities, D1 high-resolution video (720x480) that records to reliable solid state memory, an integrated GPS with "mark" feature, and both LED and covert modes of activation.	$795.00
BE04	DVF-500-A complete Digital Video System integrated into a Law Enforcement style flashlight. A portable Digital video/audio recording device that is completely portable and capture evidence exactly where it is. Evidence in the palm of your hand. Super Wide Angle color camera, intergrated microphone, super bright LED lights and 2 GB of non-volatile SD memory providing up to 8 hours record time. 60 Seconds Pre-event record. Audio/Video output for playback on any standard television, monitor or computer. Li-ion rechargable batteries. User friendly software for easy playback, file management and archiving to DVD's, CD-Roms or hard drives. Download onto any Windows XP or newer system, playback using standard Windows Media Player or any standard DVD player.	$1,275.00

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Digital Safety Technologies, Inc.

B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
BA01	DigitalPatroller 2 - Complete digital video and audio recording system triggered manually or automatically by events including activation of light bar, siren, vehicle speed, crash sensor. Removable hard drive blade storage system with 24 hour capacity. Up to 300 second pre-event recording. Low light, automatic focus, 480mline resolution 22x zoom in-vehicle, color camera. Stand-alone LCD monitor/controller with 4.5" viewable area. Passenger compartment wired microphone and camera with 6 IR LED's for capturing video in total darkness. Wireless transmitter with up to 1,000' range, remote system triggering and stealth mode. Integrated GPS for video time stamping, position and speed. Wired or wireless (optional) video upload capability. DPView secure event capture, storage, transfer, and retrieval software system with integrated back office management tools for security, automatic updates, and health reporting.	$4,485.00

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Federal Signal Corporation

(Also available from BearCom)

C. Automated License Plate Recognition Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
CA01	P372P-810-X-Y Spike Integrated ALPR System with Onboard Illumination. ALPR Processor with ALPR/OCR Engine, and dual lens camera assembly with long hood. (specify IR and color focal lengths as X and Y)	$10,450.00
CA02	P362P-810-X-Y SpikeHD Integrated ALPR System with Onboard Illumination. ALPR Processor with ALPR/OCR Engine, dual lens camera assembly with long hood. 1 GB compact flash as standard. High resolution IR sensor provides full lane coverage with one unit. (Specify IR and color focal lengths as X and Y)	$18,050.00
CA04	P362-810-LE-B One Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SupeRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$12,825.00
CA05	P362-810-LE-S Two Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SupeRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$16,625.00
CA06	P362-810-LE-G Three Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SupeRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$20,425.00
CA07	P362-810-LE-P Four Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SupeRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$24,225.00
CA08	PIPS-EDGE-810-B One Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR camera, SupeRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$11,400.00

CA09	PIPS-EDGE-810-S Two Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SuperRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$13,300.00
CA10	PIPS-EDGE-810-G Three Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SuperRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$15,200.00
CA11	PIPS-EDGE-810-F Four Camera Mobile Automated License Plate Recognition Law Enforcement System with dual lens ALPR cameras, SuperRex processor, cables and brackets, GPS module, PIPS ALPR engine, and PAGIS software	$17,100.00
CA13	BOSS-PRO Back Office System Software for PIPS Automated License Plate Recognition systems. Provides administration, data analysis and data storage. Includes SQL Server license	$5,695.25
CA14	RC-V-VCAM VelocityCAM™ Digital Video Unit includes software, forward mount camera, rear seat camera, wireless microphone, and Quantum box	$4,250.00

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ICOP Digital, Inc.

B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
BG01	ICOP Model 20/20 - General Description: Complete digital video and audio recording system. In-dash (built-in AM/FM radio) design (no trunk, under seat, or cabin roof mounting necessary). Full VGA (640x480) video (30 fps). Access-control software (proprietary). Built-in GPS with continuous tat/long display. In-vehicle classification codes, for easy search and retrieval. Camera: Color Sony FCB-IX11A, low light, 40X total zoom, auto focus. Includes backseat b/w infrared camera. "Driver's license" zoom feature. Color Monitor & Controls: All included in dash-mounted unit. Active matrix LCD color display TFT "Sunview" monitor w/brightness adjustment (3.8" diagonal). Backlit control panel, with LED indicator lights and brightness adjustment. Recorder: Record time: 2 cameras up to 8 hours in highest resolution standard 20 GB HD, up to 16 hours with optional 40GB HD. Record manually or automatic record triggers: wireless remote, emergency lights, siren, brakes, and collision. Record over protection. Wireless Mic: High Quality Frequency Hopping Spread Spectrum technology, includes 'Officer Help' button	$4,900.00

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International Police Technologies, Inc.

B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
BC01	Vision Hawk - Camera: Sony/Honeywell low light, in cab color cameras for front and rear coverage, with IR night viewing. Zoom: front: 23X optical zoom, 184x digital zoom, Wide angle rear. Controls console: Automatic focus. Monitor & Controls: Overhead console, encompassing controls, speakers, front camera, rear camera (covert), and LCD color display (3.5" diagonal). Server based operating system, with custom video management system (email / wired ethernet connectivity). Recorder: Digital format. Under seat mounting. Max recording time: 40 hours (for standard hard drive). Automatic record triggers: emergency lights, siren, wireless microphone, or collision. Simultaneous interior and exterior audio and video recording. Simultaneous 2-channel audio recording (inside and outside). Passive (pre-event) recording: 60 seconds. Hard drive removable, 40 GB. Digital image stabilization. Resolution: 720 x 480. Capability of recording 2 video inputs (30 frames/sec each). Still image capture. Audio: Wireless microphone (900 MHz, 500 foot line of sight range, with antenna, 8 channels)	$5,650.00

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Kustom Signals, Inc.

A. Speed Detection Instruments/Systems

B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
AC01	Talon II, stationary application - General Description: Hand-held or dash mount, power cord design. Stationary application. Operating frequency: Ka-band. Components: complete unit, ready for use, programmed with necessary software, cord and plug adapter	$1,283.98
AC02	Falcon - General Description: Hand-held, power cord, compact design. Stationary application. Operating frequency: K-band. Components: complete unit, ready for use, programmed with necessary software, cord and plug adapter	$1,049.51
AC03	HR-12 - General Description: Hand-held, power cord, compact design. Stationary or moving applications. Operating frequency: K-band. Components: complete unit, ready for use, programmed with necessary software, cord and plug adapter, dash mount	$1,492.05
AC04	ProLaser III - General Description: Hand-held cordless design. Stationary applications. Backlit, LCD display. Heads-up targeting display. Battery: removable, rechargeable NiMH. Audio assisted aiming. Directional technology. Trigger activated transmission. Inclement weather mode. Simultaneous speed and range. RS232 connections port for camera and computer interface. Components: complete unit, ready for use, programmed with necessary software, heads-up display, battery, battery charger	$2,943.50
AC05	Eagle II - General Description: Vehicle-mounted design. Operating frequency: Ka-band. Dual antenna. Stationary or moving applications. LED display. Corded remote. Doppler audio. RS232 connections for camera and computer interface. Components: complete system, ready for use, with dual antenna, programmed with necessary software, corded remote	$1,606.78
AC06	Eagle II Plus - General Description: Vehicle-mounted design. Operating frequency: Ka-band. Dual antenna. Backlit LED display. Stationary or moving applications. Fastest vehicle tracking. Stopwatch tracking. Corded remote. Doppler audio. RS232 connections for camera and computer interface. Components: complete system, ready for use, with dual antenna, programmed with necessary software, corded remote	$1,771.18
AC07	Golden Eagle II - General Description: Vehicle-mounted design. Operating frequency: Ka-band. Dual antenna. LED display. Stationary or moving applications. Same direction tracking. Fastest vehicle tracking. Stopwatch tracking. Corded remote. Convertible display. Doppler audio. RS232 connections for camera and computer interface. Components: complete system, ready for use, with dual antenna, programmed with necessary software, corded remote	$2,040.15
AC08	Directional Golden Eagle II - General Description: vehicle-mounted design. Operating frequency: Ka-band. Dual antenna. Distinguishes slower and faster traffic in same direction mode. Backlit, LCD display. Corded remote. Doppler audio. Counting unit: dash (via shielded cable) or directly to control unit. Components: complete system, ready for use, with dual antenna, programmed with necessary software, display unit, corded remote	$2,684.68
AC09	Golden Eagle Motorcycle - General Description: Motorcycle-mounted design. Operating frequency: Ka-band. Weatherproof components. Dual antenna. LED display. Stationary or moving applications. Same direction tracking. Fastest vehicle tracking. Stopwatch tracking. Thumb switch remote. Convertible display. Doppler audio. RS232 connections for camera and computer interface. Components: complete system, ready for use, with dual antenna, programmed with necessary software, remote, mounting brackets	$2,421.79
AC10	SMART Model-II - General Description: Trailer-mounted speed display sign. Built-in radar (K-band). Speed range: 10 to 99 mph. Weather-resistant, aluminum construction, on a steel tubular frame, with trailer, two-digit LED display (18-inch height), batteries, and 18 Amp AC charger. Components: Complete unit, ready for use, with console, Directional radar unit, frame, trailer, LED sign, leveling jacks, removable hitch, with necessary software, plus batteries, and 18 amp AC charger	$8,359.53
AC11	SMART Model-I - General Description: Trailer-mounted speed display sign. Built-in radar (K-band). Speed range: 10 to 99 mph. Weather-resistant, aluminum construction, on a steel tubular frame, with trailer, two-digit LED display (18-inch height), solar assist panels, red violator alert display, batteries, and 18 amp AC charger. Components: Complete unit, ready for use, with console, Directional radar unit, frame, trailer, LED sign, leveling jacks, removable hitch, with necessary software, solar assist panels, batteries, and AC charger	$9,409.05

AC13	SMART-VMS Model III - General Description: Trailer-mounted speed and message display sign. Built-in radar (K-band). Speed range: 10 to 99 mph. Weather-resistant, steel construction, on a steel tubular frame, with trailer, LED display (6", 8", and 18-inch row height, 1 to 3 line message), 199 pre-programmed messages, 199 user-defined message bank capability, battery pack, and 4G amp charger. Components: complete unit, ready for use, with console, Directional radar, frame, trailer, LED sign, leveling jacks, removable hitch, with necessary software, batteries, and AC charger.	$18,339.90
AC14	ProLite+ Laser System - General Description: Binocular style cordless design. Stationary applications. Backlit, LCD display. Heads-up targeting display. Battery: removable, rechargeable. Audio assisted aiming. Directional technology. Trigger activated transmission. Inclement weather mode. Simultaneous speed and range. Components: complete unit, ready for use, programmed with necessary software, heads-up display, batteries, lanyard.	$1,627.00
AC15	SMART 850 Plus - General Description: 18" display trailer which includes Kustom Signals' K-band directional radar, conforming spread-feet signs, powder coat finish over high-zinc epoxy primer, storage box, 3 leveling jacks, 2000 pound axle with leaf spring suspension, white steel wheels, and DOT regulation lights and side markers. Fold-down display and sign. Standard battery is 12 VDC with charger and single cycle 24 hour ON/OFF timer. Components: complete unit, ready for use: directional radar, frame, trailer, leveling jacks, software, battery and AC charger, "Slow Down", Red/Blue Lightbar Violator Alerts, and traffic statistics computer.	$7,507.93
AC16	Falcon HR - General Description: Stationary operation, hand-held or dash-mount radar, power cord, compact design, innovative high performance low-power directional technology. Operating frequency: K-band. Components: complete unit, ready for use, programmed with necessary software, cord and plug adapter.	$845.54
AC17	Raptor - General Description: Moving/Stationary operation, two-piece moving radar with DuraTrak technology which utilizes a target tracking LCD graphical display to indicate the tracking history of a particular signal. Operating frequency: waterproof K-band antenna design. Components: complete unit, ready for use, programmed with necessary software, and remote.	$949.03
BD02	Digital Eyewitness NXT - Camera: Sony FCB-IX10A, low light, 40X total zoom (10X optical zoom, 4X digital zoom), in-vehicle, color camera. Monitor & Controls: Stand-alone monitor design, with separate controller and dash-mounted control box, and color monitor (Overhead console also available at no charge. Must be specified at time of order). Active matrix LCD color display (3.5" diagonal). Recorder: Choice of DVD Ram, Removable Hard Drive, or Compact Flash digital format (must be specified at order). PC compatibility (MPEG1, 2 or 4 compression). Cab Mounted Media Vault: Passive (pre-event) recording, up to three minutes. Audio: ClearComm 900MHz, Cabin Microphone and speakers. Open architecture design for future upgrade capability. Optional wired and wireless transfer. Simultaneous Metadata recording.	$5,470.85
BD03	Digital Eyewitness ION - Camera: Sony FCB-IX10A, low light, 40X total zoom (10X optical zoom, 4X digital zoom), in-vehicle, color camera. Monitor & Controls: Stand-alone monitor design, with separate controller and dash-mounted control box, and color monitor (Overhead console also available at no charge. Must be specified at time of order). Active matrix LCD color display (3.5" diagonal). Recorder: Choice of DVD Ram or Removable Hard Drive (must be specified at order). PC compatibility: MPEG1, 2 or 4 compression (must be specified at time of order). Cab Mounted Media Vault: Passive (pre-event) recording, up to three minutes. Audio: ClearComm 900MHz, Cabin Microphone and speakers.	$4,054.93
BD04	Digital Eyewitness Media Manager 1000 - Desktop computer with 1TB storage capacity (additional storage available as optional upgrade), monitor, keyboard and mouse. Kustom Signals DEMM software for video management: search and copy. Nero DVD burning software. Hard drive receiver and DVD R/W Drive. Installation and training provided.	$7,206.50
BD05	Digital Eyewitness Media Manager 2500 - Desktop computer with 2.5TB storage capacity (additional storage available as optional upgrade), monitor, keyboard and mouse. Kustom Signals DEMM software for video management: search and copy. Nero DVD burning software. Hard drive receiver and DVD R/W Drive. Installation and training provided.	$7,612.50
BD06	Road Warrior (Motorcycle) - Camera: Color bullet-style camera with fixed focus wide angle lens, 480 lines horizontal resolution and minimum .3 lux. Monitor & Controls: Weatherproof controller and 3.5" color LCD monitor (measured diagonally). Recorder: 8GB Compact Flash digital format. PC compatibility, MPEG 4 compression. Audio: ClearComm 900MHz with LED blackout for covert nighttime operation. Compatible with Kustom Signals' DEMM solutions.	$4,054.93
BD07	Road Boss - Camera: Color bullet-style camera with fixed focus wide angle lens, 480 lines horizontal resolution and minimum .3 lux (optional zoom camera available also). Monitor & Controls: Controller and 3.5" color LCD monitor (measured diagonally). Recorder: 8GB Compact Flash digital format. PC compatibility, MPEG 4 compression. Audio: ClearComm 900MHz with LED blackout for covert nighttime operation. Compatible with Kustom Signals' DEMM solutions.	$3,648.93

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L-3 Communications Mobile-Vision, Inc.

B. In-Vehicle Video Recording Systems

HGAC Product Code	Base Bid Item Description	Base Offered Price ($)
BJ01	Flashback 2 In-car Video System - (Bidder shall also price L-3 Mobile-Vision data and storage management hardware/software). General Description - The Flashback 2 in-car video system is a universal mount in-car video system that utilizes 8GB (standard, options available) flash based memory for reliability and ruggedness. Transfer options include hardwire, removable media and wireless transfer. System records at 720x480 at 30 frames per second MPEG4. System provides "Trace" functionality with Google mapping. In-Car evidence classification, Automated system activation, Hands-Free system record. Camera - 12x digital and 12x optical (144x total) zoom Sony camera with .03lux. Patented NiteWatch technology. Wireless Microphone - Patented VoiceLink Plus wireless microphone with 900MHz technology and patented remote activation of Flashback 2 DVR. Monitor - 3.5" universal mount monitor.	$5,295.00

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Laser Technology, Inc.

A. Speed Detection Instruments/Systems

HGAC Product Code	Base Bid Item Description	Base Offered Price ($)
AD01	Tru-Speed Laser - General Description: Hand held cordless design. LCD display. Heads up Targeting display. Displays both speed and range. Speed mode operates in continuous and single shot mode. Battery style "C" cell. Speed range is 2,000 feet. Components: Complete unit ready for use, programmed with necessary software, shoulder stock, sighting scope and carrying case. Accuracy in speed mode is + / - 1 mph with a speed range of 1 to 200 mph. Composite lightweight housing with aluminum chassis.	$2,195.00
AD02	Ultralyte 100 LRB – Laser - General Description: Hand held cordless design. LCD display. Heads-up targeting display. Speed and survey modes. Speed mode operates in a continuous mode. Survey mode calculates slope distance. Battery: C- Style type. Components: Complete unit, ready for use, programmed with necessary software, shoulder stock, sighting scope, and carrying case. Accuracy in speed mode +/- 1 mph with a speed range of 1 mph to 200 mph.	$3,395.00
AD03	Ultralyte 100 LR – Laser - General Description: Hand held cordless design. LCD display. Heads-up targeting display. Speed and survey modes. Survey mode able to calculate slope measurement. Menu options include single shot mode, range gates, and mute mode. Battery: C- Style type. Components: Complete unit, ready for use, programmed with necessary software, shoulder stock, sighting scope and carrying case. Accuracy in speed mode +/- 1 mph with a speed range of 1 mph to 200 mph.	$3,495.00
AD04	Ultralyte 100 LR with DBC – Laser - General Description: Hand held cordless design. LCD display. Heads-up targeting display. Speed and survey modes. Survey mode able to calculate slope measurement. Menu options include single shot mode, range gates, and mute mode. Equipped with the technology and software to figure the distance between two cars (DBC). Displays the distance between vehicles in feet and seconds. Battery: C- Style type. Components: Complete unit, ready for use, programmed with necessary software, shoulder stock, sighting scope, and carrying case. Accuracy in speed mode +/- 1 mph with a speed range of 1 to 200 mph.	$3,995.00
AD05	Ultralyte 200 LR – Laser - General Description: Hand held cordless design. LCD display. Heads-up targeting display. Dual purpose speed and survey measurement used for accident and crime scene reconstruction. Survey mode able to calculate horizontal, vertical, slope, and angle measurement. Menu options include single shot mode, range gates, and mute mode. Battery: C- Style type. Components: Complete unit, ready for use, programmed with necessary software, shoulder stock, sighting scope,	$3,995.00

	and carrying case. Accuracy in speed mode +/- 1 mph with a speed range of 1 mph to 200 mph.	
AD06	Impulse 200 – Laser – General Description: Hand held cordless design. Survey instrument designed for accident and crime scene reconstruction. Distance measurements only. Laser able to calculate horizontal, vertical, slope, and angle distance. LCD back panel display. Battery: AA – Style type. Components: Complete unit, ready for use, programmed with necessary software, sighting scope and carrying case.	$2,695.00
AD07	Tru-Cam Laser: General Description: Hand held cordless design to operate on battery handles. Heads up targeting that is equipped with an integrated camera, lighted back screen for camera display, targeting and playback. Able to adjust camera brightness, and setup design. Options include "Distance Between Cars" mode. Includes laser, case and two battery handles. Stores data to SD card for playback on approved computer devices.	$9,000.00
AD08	Mapstar Angle Encoder - Precisely measures the turned, horizontal angle that is referenced to a specific target point. The MSAE integrates seamlessly with LTI's lasers, range finders, and compatible software. Equipped with custom backlit LCD display, audible and visual indicaters, data output for external storage and manipulation, easy to multi functional keypad, and integrates with compatible GIS and GPS packages. Includes cable and carrying case. Is immune to local magnetic interference.	$2,495.00
AD09	Quickmap 3D Mapping Package: General Description: Accident investigation package that allows the user to map accident and crime scenes. The kit includes all components including data collector, hardware, and all software including a CAD drawing program. Designed to operate with the Laser Technology Laser and Mapstar Angle Encoder.	$3,695.00
AD10	True Pulse 200 – Laser – General Description: Professional grade laser range finder ideal for military and tactical applications. Calculates horizontal, vertical, slope and angle distances, providing the user with a "true corrected range" and validation for "bullet drop". Accuracy 1 ft to a quality target and 1 yd to low quality target.	$895.00
AD11	True Pulse 360 – Laser – General Description: Professional grade laser range finder ideal for military and tactical applications. Calculates horizontal, vertical, slope and angle distances, providing the user with a "true corrected range" and validation for "bullet drop". Equipped with an electronic compass able to calculate missing line functions. Able to provide true azimuth. Accuracy 1 ft to a quality target, and 1 yd to low quality target.	$1,795.00
AD12	ULS - Laser Sensor: Laser designed to measure distance and output data via 4-20m A, RS-232, RS-485 formats. Power is 10 - 30 volts DC. Pulse rates range from 10 Hz to 5 KHz. Accuracy is +/- 1 cm and range is up to 1700 meters (to a reflective target). Includes case and cable to properly operate unit.	$2,395.00

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Lifeloc Technologies Inc

D. Portable Breath Alcohol Testers

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
DA01	Lifeloc Technologies FC10 - General Description: The FC10 Portable Breath Alcohol Tester was designed specifically for Law Enforcement and Corrections use and is DOT approved, evidentiary quality. The one-step operation makes testing simple, fast, and easy-to-learn. The unique, fail-safe software ensures a valid test result or provides clear instructions on how to proceed. Conduct hundreds of tests in 30 second intervals with no need for resting, purging, or recalibration. Digital electronic operation and extremely long battery life provide testing readiness for as long as you need it. Features: Fully automatic operation. Digital 10-second response time. No limit on number of tests. No delay between tests. Large, easy-to-read LCD display. Full-size Alcohol fuel cell - No False Positive Results. Last Test Recall. Accuracy: DOT Approved at +/- .005BAC to +/- 5% above a .100BAC. Response Time: Immediate on negatives, under 10 seconds on positives. Recovery Time (ready for next test): Immediate on negatives, under 30 seconds on positives. Detection Range: .000 to .600 BAC. Sensor: Advanced one-inch Electrochemical Fuel Cell - Alcohol Specific.	$412.00
DA02	Lifeloc Technologies FC10Plus - General Description: The FC10Plus Portable Breath Alcohol Tester was designed specifically for Law Enforcement and Corrections use and is DOT approved, evidentiary quality. The Passive Test Mode tests for the presence of alcohol without the use of a mouthpiece. Instant readout gives a 'NEG' or 'POS' result. Quick recovery allows for repeated use on multiple subjects. Selectable test mode: Auto, Manual or Passive allows operator to quickly adapt to any situation. Conduct hundreds of tests in 30 second intervals with no need for resting, purging, or recalibration. Digital electronic operation and extremely long battery life provide testing readiness for as long as you need it. Features: Fully automatic operation. Digital 10-second response time. No limit on number of tests. No delay between tests. Large, easy-to-read LCD display. Full-size Alcohol fuel cell - No False Positive Results. Last Test Recall. Accuracy: DOT Approved at +/- .005BAC to +/- 5% above a .100BAC. Response Time: Immediate on negatives, under 10 seconds on positives. Recovery Time (ready for next test): Immediate on negatives, under 30 seconds on positives. Detection Range: .000 to .600 BAC. Sensor: Advanced one-inch Electrochemical Fuel Cell - Alcohol Specific.	$460.00
DA03	Lifeloc Technologies FC20 - General Description: The FC20 Portable Breath Alcohol Tester was designed specifically for Law Enforcement and Corrections use and is DOT approved, evidentiary quality. The Passive Test Mode tests for the presence of alcohol without the use of a mouthpiece. Instant readout gives a 'NEG' or 'POS' result. Quick recovery allows for repeated use on multiple subjects. Selectable test mode: Auto, Manual or Passive allows operator to quickly adapt to any situation. The one-step operation makes testing simple, fast, and easy-to-learn. The unique, fail-safe software ensures a valid test result or provides clear instructions on how to proceed. Flexible use for both screening and evidential applications. Easily customized with user-specific programmable settings. Comprehensive on-board memory documents all test parameters and is able to print directly to printer or download to computer using DataTrak software. Permanent documentation of last 500 tests. Features: Fully automatic operation. Digital 10-second response time. No limit on number of tests. No delay between tests. Large, easy-to-read LCD display. Full-size Alcohol fuel cell - No False Positive Results. Last Test Recall. Accuracy: DOT Approved at +/- .005BAC to +/- 5% above a .100BAC. Response Time: Immediate on negatives, under 10 seconds on positives. Recovery Time (ready for next test): Immediate on negatives, under 30 seconds on positives. Detection Range: .000 to .600 BAC. Sensor: Advanced one-inch Electrochemical Fuel Cell - Alcohol Specific.	$715.50

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Monitor Systems

A. Speed Detection Instruments/Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
AI01	MS1-R - General Description: Trailer-mounted speed display sign. 360 degree rotating display. 22 inch 2 digit LED display. Built-in approach-only radar. Speed range: 5 to 99 mph. 7 day timer, red flashing Violator Alert. Weather-resistant construction, on a steel tubular frame trailer. Graffiti-resistant paint/coatings. Remote control for setting of speed limit and maximum display speeds. 2 rechargeable deep cycle batteries. Components: Complete unit, ready for use, with radar, frame, trailer, 4 leveling jacks, necessary software, LED board, remote, batteries and charger. Price includes Solar Panel.	$7,338.00
AI02	MSL-1 General Description: Trailer-mounted speed display sign. 16 inch 2 digit LED display. Built-in approach-only radar. Speed range: 5 to 99 mph. Weather-resistant aluminum construction, on a steel tubular frame trailer. Graffiti-resistant paint. Shatter resistant Display window. Remote control for setting of speed limit and maximum display speeds. rechargeable deep cycle battery. Components: Complete unit, ready for use, with radar, frame, trailer, 3 leveling jacks, remote, necessary software, LED board, battery and charger. Price Includes Solar Panel.	$5,457.75
AI03	MSPM-2 General Description: Portable, free standing speed display sign. 18 inch tall, 2 digit LED display. Built-in approach-only radar. Speed range: 5 to 99 mph. Weather-resistant aluminum construction, Graffiti-resistant powder coat paint. Components: Complete unit, ready for use, with necessary software, radar, remote and DC wiring.	$2,860.00
AI04	MSMS-3616 Matrix (Alpha-Numeric) - General Description: Trailer mounted speed and message display sign. Approach-only radar (Ka-band). Speed range: 5 to 99 mph. Weather-proof, aluminum construction on a steel tubular frame, with trailer. LED speed and message display (5", 8" and 12-inch row height, 1 to 2 line message). Graffiti resistant finish. Components: Complete unit, ready for use: radar, frame, trailer, with necessary software, remote, programmable 2 line, 8 character LED message board, keyboard, rechargeable deep cycle batteries (2), charger. Price includes Solar Panel.	$11,685.00
AI05	MSPM-D (Dolly) General Description: Portable, free standing Dolly Mounted, speed display sign. 25 inch display with 16" tall digits, LED display, Built-in approach-only radar. Speed range: 5 to 99 mph. Auto light adjustment. Sealed rechargable batteriesWeather-resistant, Graffiti-resistant powder coat paint. Components: Complete unit, ready for use, with necessary software, radar, remote and DC wiring.	$3,250.00

A06	MSPS-2 (Pacesetter) General Description: "See Thru" Design. Folding Trailer-mounted speed display sign. 25 inch Display with Two 16" tall LED digits. Built-in approach-only radar. Speed range: 5 to 99 mph. Rechargable Batteries. Charger. Two Lockable Storage compartments. Price includes Solar Panel	$6,350.00

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MPH Industries

A. Speed Detection Instruments/Systems
B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
AE01	Z-25 General Description - hand-held corded design Stationary applications Operating frequency K-band Two window speed display Fastest vehicle tracking Detachable handle for remote control when dash-mounted Backlit, LCD display Two stage trigger Doppler audio Anti-radar detector radar pulse technology ("POP") Weight 2.1 pounds Components complete unit, ready for use, with necessary software Target Speed Range 10 to 135 mph Accuracy +/- 1 mph	$927.00
AE02	Z-35 - General Description hand-held cordless design Stationary applications Operating frequency K-band Two window speed display Strongest-fastest vehicle tracking Detachable battery pack handle for remote control when dash-mounted Backlit, LCD display Two stage trigger Doppler audio Anti-radar detector radar pulse technology ("POP") Rechargeable battery-handles Weight 2.1 pounds Components complete unit, ready for use, with necessary software, Two rechargeable battery-handles, carrying case, Target Speed Range 10 to 160 mph, Accuracy +/- 1 mph	$1,189.00
AE03	Speedgun - General Description hand-held or dash-mounted, cordless design Stationary or moving applications Operating frequency K-band Fastest vehicle tracking Same direction tracking Detachable handle-power pack/remote Backlit, LCD display Doppler audio Weight 2.75 pounds Components complete unit, ready for use, with necessary software, Rechargeable battery-handle/dash remote control, charger, dash mount, carrying case, Speed Range Target, stationary 15 to 209 mph Target, moving, opposite direction 20 to 209 mph, Patrol range opposite direction/same direction 20 to 60 mph/12 to 80 mph, Accuracy +/- 1 mph	$1,265.00
AE04	Python - General Description Vehicle-mounted design Stationary or moving applications Operating frequency K-band Backlit LED Doppler audio Fastest vehicle tracking Same direction tracking Corded remote RS232 connections for camera and computer interface, Components complete system, ready for use, with antenna, software display unit, corded remote, Speed Range Target, stationary 15 to 209 mph, Target moving 15 to 209 mph, Patrol speeds 20 to 80 mph, Accuracy +/- 1 mph	$610.00
AE05	Enforcer - General Description Vehicle-mounted design Stationary or moving applications Operating frequency K-band Dual antenna Backlit LED Fastest vehicle tracking "POP" anti-radar detector radar pulse technology Same direction tracking Fastest vehicle tracking Doppler audio Corded remote RS232 connections for camera and computer interface, Components complete system ready for use, with antenna, software, display unit, corded remote, Speed Range Target, stationary 15 to 200 mph target speeds Target, moving (opposite direction city / highway modes) 15 to 200 mph, Patrol speed, opposite direction 12 to 80 mph, Accuracy +/- 1 mph	$1,222.00
AE06	Bee III - General Description Vehicle-mounted design Stationary or moving applications Operating frequency Ka-band Dual antenna Backlit LED Fastest vehicle tracking Automatic same direction mode ("ASD") Anti-radar detector radar pulse technology ("POP") Fastest vehicle tracking Doppler audio Cordless remote RS232 connections for camera and computer interface, Components complete system, ready for use, with dual antenna, software, display unit, cordless remote, Speed Range Target, stationary 15 to 200 mph target speeds Target, moving (opposite direction, city / highway modes) 15 to 200 mph, Patrol speed, opposite direction (city/highway modes) 12 to 80 / 20 to 90 mph; Accuracy +/- 1 mph	$1,405.00
AE07	Speed Monitor III Sign - General Description Portable free-standing, speed display sign, Built-in DS-IV approach-only radar (K-band), Speed range 10 to 99 mph Weather-proof, Lexan construction, Two-digit LED display (12-inch) DC power supply design; Components complete unit, ready for use, with radar, ready for ground or trunk use (suction cup support legs), with necessary software, LED, wiring, and DC power cord-cigarette adapter	$1,713.00
AE08	Speed Monitor F Sign - General Description Fixed location, pole-mounted speed display sign, Built-in DS-IV approach-only radar (K-band) Speed range 10 to 99 mph, Weather-proof, Lexan Window, Locking cabinet Two-digit LED display (18-inch) Locking access door, Automatic low light dimming, DC power supply design, Components complete unit, ready for use, with radar, ready for mounting (attachment hardware included), with necessary software, LED, and DC wiring	$3,375.00
AE09	Speed Guardian Sign - General Description Fixed location, pole-mounted speed display sign Built-in DS-IV approach-only radar (K-band) Speed range, 10 to 99 mph Weather-proof, Lexan Window Locking cabinet, Two-digit LED display (12-inch) Locking access door Automatic low light dimming DC power supply design, Components complete unit, ready for use, with radar, ready for mounting (attachment hardware included), with necessary software, LED, and DC wiring	$1,747.00
AE10	Crossing Guardian Sign - General Description Portable, free-standing dolly-mounted speed display sign, Built-in DS-IV approach-only radar (K-band) Speed range 10 to 99 mph Weather-proof, aluminum construction, on a steel tubular frame, Two-digit LED display (12-inch height), Internal, rechargeable battery with AC charger, and DC wiring, Components Complete unit, ready for use with radar, rolling dolly, with necessary software, LED sign, DC wiring, plus battery and battery AC charger	$2,751.00
AE11	Speed Patrol 18 Trailer - General Description Trailer-mounted speed display sign Built-in DS-IV approach-only radar (K-band) Speed range 10 to 99 mph, Weather-proof, steel construction, on a steel tubular frame, with trailer, LED speed and message display (18-inch), Graffiti-resistant finish Sealed, rechargeable battery, Components Complete unit, ready for use, with radar, frame, trailer, with necessary software, LED sign, plus battery and charger	$6,131.00
AE12	Speed Monitor 16 Trailer - General Description: Trailer-mounted speed display sign, Built-in DS-IV approach-only radar (K-band) Speed range, 10 to 99 mph Weather-proof, steel cabinet, on a steel tubular frame, with trailer LED speed display (16-inch), Graffiti-resistant finish Sealed, rechargeable battery, Components Complete unit, ready for use, with radar, frame, trailer, with necessary software, LED message board, plus battery and charger	$7,152.00
AE13	Speed Monitor 25 Trailer- General Description: Trailer-mounted speed display sign, Built-in BEE-III approach-only radar (Ka-band) Speed range 10 to 99 mph Weather-proof, steel cabinet, on a steel tubular frame, with trailer LED speed display (25-inch) Graffiti-resistant finish Sealed, rechargeable battery, Components Complete unit, ready for use, with radar, frame, trailer, with necessary software, LED speed display, solar panel, batteries (2) and charger	$11,254.00
AE14	Speed Monitor Matrix (Alpha-Numeric) Trailer- General Description Trailer-mounted speed and message display sign Built-in BEE-III approach-only ranging radar (Ka-band) Speed range 10 to 99 mph Weather-proof, aluminum construction, on a steel tubular frame, with trailer, LED speed and message display Graffiti-resistant finish Components Complete unit, ready for use, radar, frame, trailer, with necessary software programmable 2 line, 14 character LED message board, heavy-duty batteries (2), charger and solar panel.	$18,647.00
AE15	SpeedLaser (Model S) - General Description Standard model Use for speed measurement and accident mapping IACP-CPL, Heads-Up Display (HUD) with 3 sight choices, Fast Target Acquisition, FDA Class 1 Eye-Safe, GE Lexan ABS alloy housing Speed Range 0 to 200 mph Accuracy +/- 1 mph Components SpeedLaser, Rechargeable Battery Handle, Charger, Auto Coiled Power Cord, Carrying Case, Operations Manual, 1 Year Warranty	$2,581.00
AE16	SpeedLaser (Model R) - General Description "Ruggedized" model Use for speed measurement and accident mapping IACP-CPL, Heads-Up Display (HUD) with 3 sight choices, Fast Target Acquisition, FDA Class 1 Eye-Safe, GE Lexan ABS alloy housing Speed Range 0 to 200 mph Accuracy +/- 1 mph, Components SpeedLaser with "Ruggedized" Housing, Rechargeable Battery Handle, Charger, Auto Coiled Power Cord, Carrying Case, Operations Manual, 1 Year Warranty	$2,581.00
BF01	TRUE VIEW - General Description Complete overhead console video and audio recording system, in a DIRECT TO DVD DISK recording format Camera Low light, 184X total zoom (23X optical zoom, 8X digital zoom), in-vehicle color camera, Resolution 470 lines Controls camera and console, In-cab/ window mount Automatic focus One-touch license plate zoom Monitor & Controls Overhead console encompassing controls, speakers, color monitor LCD color display (3.5" diagonal) Recorder DVD format Max record time 6 hours on DVD+RW Disks) Record-over protection Audio Wireless microphone (900 MHz, 1000 foot line of sight range, with antenna, 40 channels) Cabin microphone and speakers.	$4,252.00
BF02	DocuCam V - General Description Complete overhead console video and audio recording system, in a VHS recording format Camera Low light, 184X total zoom (23X optical zoom, 8X digital zoom), in-vehicle color camera Resolution 470 lines Controls camera and console, In-cab/ window mount Automatic focus One-touch license plate zoom Monitor & Controls Overhead console, encompassing controls, speakers, color monitor LCD color display (3.5" diagonal) Recorder VHS format, 4-head design Max record time 6 hours (T120 tapes) Record-over protection Audio Wireless microphone (900 MHz, 1000 foot line of sight range, with antenna, 40 channels) Cabin microphone and speakers	$2,579.00

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Nestor Traffic Systems, Inc.

A. Speed Detection Instruments/Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
AH01	PolicanSpeed™ Driver Image Capture - General Description PolicanSpeed™ delivers multi-vehicle, multi-lane speed detection and recording in a vehicle-mounted or wireless tripod configuration up to 800 feet away from a customized,	$175,000 plus $67,000 annual

	mobile data collection center. PoliscanSpeed™ is also available in a fixed speed configuration. Technology: Scanning LiDAR (Light Detection and Ranging) scans the roadway on a 45 degree angle, 100 times per second. Together with high-resolution digital cameras (up to 12.4 mega-pixels) and near-infrared illumination, the system produces high resolution digital evidence, vehicle license plate and driver image of speeding infractions for 24 hour deployment. Measurement device: Scanning LiDAR sensor. Components: Complete system, ready for use, with necessary software and hardware including cameras, sensors, lighting, electrical components and connections needed for this basic configuration. Operational Range: 0 to 225 feet. Measurement Range: 0 to 155 mph. Accuracy: under 60 mph: +/- 1 %, over 60 mph: <1 %	recocurring cost/unit for software licensing and system support
AH02	PoliscanSpeed™ Plate Image Capture - General Description: PoliscanSpeed™ delivers bi-directional, multi-vehicle, multi-lane speed detection and recording in a vehicle-mounted or wireless tripod configuration up to 800 feet away from a customized, mobile data collection center. PoliscanSpeed™ is also available in a fixed speed configuration. Technology: Scanning LiDAR (Light Detection and Ranging) scans the roadway on a 45 degree angle, 100 times per second. Together with high-resolution digital cameras (up to 12.4 mega-pixels) and infrared illumination, the system produces high resolution digital evidence, vehicle license plate and driver image of speeding infractions for 24 hour deployment. Measurement device: Scanning LiDAR sensor. Components: Complete system, ready for use, with necessary software and hardware including cameras, sensors, lighting, electrical components and connections needed for this basic configuration. Operational Range: 0 to 225 feet. Measurement Range: 0 to 155 mph. Accuracy: under 60 mph: +/- 1 %, over 60 mph: <1 %	$175,000 plus $57,000 annual recocurring cost/unit for software licensing and system support
AH03	ViDAR™ Driver Image Capture - General Description: ViDAR™ delivers multi-vehicle, multi-lane speed detection and recording in fixed, pole-mounted configuration. ViDAR™ is also available in a mobile speed, tripod-mounted configuration. Technology: ViDAR™ (Video Detection and Ranging) combines VASCAR calculations with video technology for tracking and recording evidence of speeding violations. Using high-resolution digital cameras (up to 12.4 mega-pixels) and flash illumination, the system produces high resolution digital evidence, vehicle license plate and driver image, of speeding infractions for 24 hour deployment. Measurement device: ViDAR sensor. Components: Complete system, ready for use, with necessary software and hardware including cameras, sensors, lighting, poles, electrical components and connections needed for this basic configuration. Operational Range: 0 to 80 feet. Speed Range: 0 to 145 mph. Accuracy: under 45 mph: +/- 1 mph, 45 mph to 70 mph: +/- 2 mph, over 70 mph: +/- 3-4 mph	$120,000 plus $57,000 annual recocurring cost/unit for software licensing and system support
AH04	ViDAR™ Plate Image Capture - General Description: ViDAR™ delivers bi-directional, multi-vehicle, multi-lane speed detection and recording in fixed, pole-mounted configuration. ViDAR™ is also available in a mobile speed, tripod-mounted configuration. Technology: ViDAR™ (Video Detection and Ranging) combines VASCAR calculations with video technology for tracking and recording evidence of speeding violations. Using high-resolution digital cameras (up to 12.4 mega-pixels) and flash illumination, the system produces high resolution digital evidence, vehicle license plate of speeding infractions for 24 hour deployment. Measurement device: ViDAR sensor. Components: Complete system, ready for use, with necessary software and hardware including cameras, sensors, lighting, poles, electrical components and connections needed for this basic configuration. Operational Range: 0 to 80 feet. Speed Range: 0 to 145 mph. Accuracy: under 45 mph: +/- 1 mph, 45 mph to 70 mph: +/- 2 mph, over 70 mph: +/- 3-4 mph	$120,000 plus $57,000 annual recocurring cost/unit for software licensing and system support

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Watchguard Video

B. In-Vehicle Video Recording Systems

H-GAC Product Code	Base Bid Item Description	Base Offered Price ($)
BI01	DV-1 Overhead System - General Description: The DV-1 burns directly to DVD-Video disc in real-time, while in motion to eliminate any Officer downtime associated with manually burning or transferring video. No complex hardware or network infrastructure is required to maintain the DV-1. The DV-1 uses a dual drive architecture and advanced error correction to guarantee reliable recording. An integrated 40 GB automotive grade hard drive is the record buffer that allows simultaneous playback and record. Disc Overflow Protection and full DVD authentication is standard. Specifications: Up to 8 hours on DVD+RW discs. Max resolution of 720x480. Combination camera includes two, full featured digital color cameras in one housing with infrared emitters facing the cabin and a 22x optical zoom. Self contained, padded overhead enclosure. 5" high performance LCD monitor. Digital wireless microphone. Amplified cabin microphone. Optional GPS. Graphical User Interface. Administrative password protection. Interfaces and record triggers include, lights, siren, wireless microphone, manual, crash detection, brakes, auxiliary. All cables included. Includes WatchGuard DVD Manager Utility and WatchGuard Fleet Manager Utility software titles.	$4,945.00
BI02	DV-1 Modular System - General Description: The DV-1 burns directly to DVD-Video disc in real-time, while in motion to eliminate any Officer downtime associated with manually burning or transferring video. No complex hardware or network infrastructure is required to maintain the DV-1. The DV-1 uses a dual drive architecture and advanced error correction to guarantee reliable recording. An integrated 40 GB automotive grade hard drive is the record buffer that allows simultaneous playback and record. Disc Overflow Protection and full DVD authentication is standard. Specifications: Up to 8 hours on DVD+RW discs. Max resolution of 720x480. Combination camera includes two, full featured digital color cameras in one housing with infrared emitters facing the cabin and a 22x optical zoom. Two piece design with separate DVD recorder and display control panel. 5" high performance LCD monitor. Digital wireless microphone. Amplified cabin microphone. Optional GPS. Graphical User Interface. Administrative password protection. Interfaces and record triggers include, lights, siren, wireless microphone, manual, crash detection, brakes, auxiliary. All cables included. Includes WatchGuard DVD Manager Utility and WatchGuard Fleet Manager Utility software titles.	$5,295.00
BI03	DVD Copy Station - General Description: This is a full featured and comprehensive desktop workstation designed to combine all functions of DVD playback and copying. Details: All DVD Copy Stations include high speed DVD reader and writer, monitor, keyboard, mouse, sound systems including speakers, all cables and wiring necessary for complete stand-alone installation, pre-installed operating system, and pre-installed WatchGuard DVD Manager Utility.	$1,875.00
BI04	Evidence Library: Data Tracker Software - General Description: This software title will allow the metadata recorded with each DVD event to be uploaded into the Data Tracker. This metadata consists of all pertinent data recorded with each event plus up to 6 Agency defined video event tags. Data Tracker also includes DVD location tracking after check-in. Searching the Data Tracker database will quickly turn up the video events you need and also indicate its physical location. Lastly, Data Tracker will run aging reports on stored DVDs and let you know when you may re-use DVDs. A complete DVD Management Solution.	$995.00
BI05	Evidence Library: Critical Event Server Software - General Description: This software combines the best of a DVD-Video system with the search capabilities and online storage of a server-based system. Critical Event Server builds upon Data Tracker to make the most of valuable server space by only uploading Critical Video Events to the Server reducing your storage requirements drastically. Additionally, powerful metadata regarding every event is also uploaded to provide near unlimited search and report functionality. Asset tracking allows full DVD management for easy retrieval. A complete DVD and video management solution when combined with the DV-1.	$3,955.00

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Follow Us

Matilde Faz

From: Coughenour, Jennifer [jcoughenour@kustomsignals.com]
Sent: Wednesday, December 16, 2009 11:00 AM
To: matilde.faz@co.hidalgo.tx.us
Subject: Kustom Signals

The Raptor options/accessories are a unpublished items on the HGAC contract but are still considered part of the contract. (EF04-09)

I spoke with Vicki Brooks at our Factory and she mentioned that it will be pushing it but should be able to get the (2) units to you by December 31st. I have sent her the configuration on the radar units that you are wanting.

If there is anything else that I can help you with please let me know. Thanks!

Jenny Coughenour
Account Manager (SE TX, LA, AR)
Kustom Signals
800-458-7866 Ext. 3020

jcoughenour@kustomsignals.com

Have you visited www.kustomsignals.com lately?

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AI-19042 **13.H.**

BCAP Application for Payment #3, Citriana Village Subdivision Pct. No. 2
CC CONSENT

Date:	12/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Application for Payment No. 3 in the amount of $81,058.50 from Closner Construction Co., L.C. contracted vendor for Citriana Village Subdivision as submitted by Cruz-Hogan Consultants, Inc. (C-CAP-2009-183-05-19)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-154-0-733/841

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

BUDGETARY IMPACT:

P.O.# 630113 has available:
733 - 16,375.00
841 - 135,513.69

Available balances in accounts as of 12/18/09.

Attachments

Link: Application for Payment #3 Citriana Village Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:09 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:11 PM	APRV
3	Roland Garcia	Rolando Garcia	12/18/2009 10:57 AM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Marcie Jackson Started On: 12/16/2009 10:20 AM

Final Approval Date: 12/18/2009

SureTec Information Systems, Inc.
Attn: Funds Disbursement Services
9737 Great Hills Trail, Suite 320
Austin, TX 78759

APPLICATION FOR PAYMENT NO. 3

****REMINDER****
Send all disbursements for this contractor to:
SureTec Information Systems, Inc.
9737 Great Hills Trail, Suite 320
Austin, TX 78757

To: **Hidalgo County** (OWNER)
From: **Closner Construction Co., L.C.** (CONTRACTOR)
Contract: _____
Project: **Citriana Village Subdivision**
Owner's Contract No. **C-CAP-2009-183-05-19** Engineer's Project No. _____
For Work accomplished through the date of: **November 20, 2009**

1. Original Contract Price:		$ 322,888.69
2. Net change by Change Order and Written Agreements(+or-):		$ -
3. Current Contract Price (1 plus 2):		$ 322,888.69
4. Total completed and stored to date:		$ 171,000.00
5. Retainage (per Agreement):		
10% of completed Work:	$ 17,100.00	
_____ of stored material	_____	
Total Retainage:		$ 17,100.00
6. Total completed and stored to date less retainage (4 minus 5)		$ 153,900.00
7. Less previous Application for Payments:		$ 72,841.50
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 81,058.50

Accompanying Documentation:

REQ# 163887 P.O.# 630113
9-1312-431-00-122-154-0-733→$36,465.00
<-3,646.50>=$32,818.50

REQ# 163887 P.O.# 630113
9-1312-431-00-122-154-0-841→$53,600.00
<-5,360.00>=$48,240.00

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 11/25/09

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 25th day of Nov. 2009

Caroline C Romero
Notary Public
My Commission expires: 10/16/2010

Closner Construction Co., L.C.
CONTRACTOR
By: _____

NOTARY PUBLIC STATE OF TEXAS
CAROLINE C. ROMERO
MY COMMISSION EXPIRES
OCTOBER 16, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

CRUZ-HOGAN Consultants, Inc.
ENGINEER
By: _____

INVOICE RECEIVED BY:
_____ ON 12/10/09
GOODS/SERVICES RECEIVED BY:
_____ ON 12/10/09

Closner Construction Co., L.C.	Contractor Name
August 3, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	3
Application Date:	October 20, 2009
Period To:	November 20, 2009
Engineer Firm:	CRUZ-HOGAN Consultants, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CSJ-3C1080154	Citriana Village Subdivision	$ 322,888.69		$ 60,960.00	$ 19,975.00	$ 90,065.00	$ 171,000.00	$ 151,888.69	$ 17,100.00	$ 153,900.00	$ 72,841.50	$ 81,058.50

Estimate Quantity Update Worksheet

Date: November 25, 2009

Colonia: Citriana Village Subdivision
Roadway:
Control: CSJ-3C1080154
Project No: C-CAP-2009-183-05-19
County: Hidalgo
Est. No: 3

Contractor: Closner Construction Co., L.C.
Contract Price: $322,888.69
Work Done this Mo.: $171,000.00
% Complete: 52.96%

Date Began: August 3, 2009
Contract Time: 120
Time Charged: 13
% Time Used: 10.83%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	35	$100.00	$3,500.00	35.000	35.000	$3,500.00	0.000	0	$0.00		0	0.00
340	TYPE "D" H.M.A.C. (1.5")	SY	10,500	$5.65	$59,325.00	0.000	0	$0.00		0	$0.00		0	0.00
247	8" FLEX BASE TYPE "D" GRADE 6	SY	12,500	$4.85	$60,625.00	0.000	0	$0.00		0	$0.00	8750.000	8750.000	42,437.50
260	6" LIME STABILIZATION OF SUBGRADE	SY	12,500	$2.35	$29,375.00	0.000	0	$0.00	6500.000	6500.00	$15,275.00	4750.000	11250.000	11,162.50
310	PRIME COAT (MC-30)	GAL	2,100	$7.50	$15,750.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4	$500.00	$2,000.00	1.000	1.000	$500.00	1.000	2.00	$500.00		0	0.00
530	DRIVEWAYS AND TURNOUTS (ASPHALT)	SY	114	$14.25	$1,624.50	0.000	0	$0.00		0	$0.00		0	0.00
530	DRIVEWAYS AND TURNOUTS (CONCRETE)	SY	965	$33.00	$31,845.00	0.000	0	$0.00		0	$0.00		0	0.00
531	SIDEWALKS	SY	89	$29.71	$2,644.19	0.000	0	$0.00		0	$0.00		0	0.00
360	4'X4'X4" CONCRETE TOP ON EXISTING SEWER MAHOLES	EA	11	$200.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
506	SOIL EROSION AND SEDIMENT CONTROL	LS	1	$1,000.00	$1,000.00	0.500	0.500	$500.00	0.500	1.000	$500.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
529	18" CURB AND GUTTER	LF	6600	$6.50	$42,900.00	0.000	0	$0.00		0	$0.00	5610.000	5610.000	36,465.00
465	TYPE "A" INLET	EA	12	$1,325.00	$15,900.00	12.000	12.000	$15,900.00		0	$0.00		0	0.00
465	STORM SEWER MANHOLE	EA	3	$2,135.00	$6,405.00	3.000	3.000	$6,405.00		0	$0.00		0	0.00
464	18" RCP CLASS III	LF	880	$18.50	$16,280.00	680.000	680.000	$12,580.00	200.000	880.00	$3,700.00		0	0.00
464	24" RCP CLASS III	LF	750	$28.50	$21,375.00	750.000	750.000	$21,375.00		0	$0.00		0	0.00
402	TRENCH EXCAVATION PROTECTION	LF	200	$1.00	$200.00	200.000	200.000	$200.00		0	$0.00		0	0.00
529	6' CONCRETE VALLEY GUTTER	LF	355	$28.00	$9,940.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$60,960.00	$19,975.00	90,065.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$4,500.00	$16,275.00	53,600.00
Drainage (906):	$56,460.00	$3,700.00	36,465.00

Total to Date

Roadway (905):	$74,375.00
Drainage (906):	$96,625.00
Total	$171,000.00

Prepared and Checked By:

Signature:
Printed Name: Ronnie Cruz, P.E.

Date: 12/4/09

AI-19041 **13.I.**

Pct 4-SA #1-TEDSI-C-05-199-05-10 and Pct 4/ROW Dept-SA #1--TEDSI-C-06-144-12-13

CC CONSENT

Date:	12/22/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting approval of (Supplemental Agreement No. 1) to extend the current agreement to terminate until completion of the origiinal Exhibit "B" (Scope of Services) with TEDSI Infrastructure Group, Inc. to provide "engineering services" for Hidalgo County Precinct No. 4, in connection to Contract # C-05-199-05-10 for: "10th Street extension btwn Monte Cristo Road (FM 1925) and University (SH 107) the "Project"

2. Requesting approval of (Supplemental Agreement No. 1) to (extend the current agreement for an additional three (3) year term to address any concerns over the proposed ROW and/or Drainage Outfall issues that may arise) with TEDSI Infrastructure Group, Inc. to provide "engineering services" to Hidalgo County Precinct No. 4/Right of Way Dept. (ROW) in connection to Contract # C-06-144-12-13 for: "Trenton Road btwn US 281 and FM 491) the "Project" (Termination Date to reflect 12/31/12)

BACKGROUND

Request by Precint #4 & TEDSI
Supplemental Agreement #1-TEDSI w/C-05-199-05-10
Supplemental Agreement #1-TEDSI w/C-06-144-12-13

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact at this time for SA#1(Contract#C-05-199-05-10) per Jr. Munoz (Pct 4) as this is to revise expiration date.

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-124-031-0-731

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

BUDGETARY IMPACT:

Funding available as of 12-18-09.

Attachments

Link: SA #1-TEDSI-C-05-199-05-10

Link: SA #1--TEDSI-C-06-144-12-13

Link: contract#C-05-199-05-10-TEDSI

Link: contract#C-06-144-12-13-TEDSI

Link: Memo-Pct 4 & TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2009 04:07 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2009 04:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/18/2009 02:11 PM	APRV
4	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Letty Saenz Started On: 12/16/2009 09:53 AM

Final Approval Date: 12/18/2009

EXHIBIT "F"

Supplemental Agreement Form
Contract No. 05-199-05-10

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.,** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **10th** day of **May, 2005** concerning engineering for 10th Street Extension between Monte Cristo Road (FM 1925) and University (SH 107) (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, "**Supplemental Agreements**", establishes that a supplemental agreement shall be executed by both parties for changing the original contract; and,

WHEREAS, it has become necessary to amend the contract to extend the termination date of the agreement until completion of the original Exhibit "B" (scope of services).

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article 3.1 of the **Agreement**, Termination date, is revised to extend the termination date from December 31, 2009 to completion of Exhibit "B" (Scope of services).

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 22nd day of December, 2009.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Supplemental Agreement Form
Contract No. 06-144-12-13

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, Inc., professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 13th day of December, 2005 concerning engineering for Trenton Road between US 281 and FM 491 (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, (Supplemental Agreements), establishes A Supplemental Agreement shall be executed by both parties for changing the original contract; and,

WHEREAS, it has become necessary to amend the contract to extend the termination date of the agreement for an **additional three (3) years** to address any concerns over proposed right of way and/or Drainage Outfall issues that may arise.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to

Extend the termination date to **December 31, 2012**

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the **22nd** day of **December, 2009**.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY:_____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

C-05-199-05-10

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court,** hereinafter called the **"Owner",** and **TEDSI Infrastructure Group,** professional engineers of Mission, Texas, hereinafter called the **"Engineer".**

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **PHASE I - Final Right of Way Map, Parcel Acquisition Plats and Metes & Bounds Descriptions; PHASE II - Plans, Specifications and Estimate (PS&E) and PHASE III – Construction Phase Services** for the **10th street Extension from SH 107 to FM 1925 (Monte Cristo Road)** (hereinafter referred to as the **"Project"**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" -*Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional

engineering services for the development of the **Project** and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on December 31, 2009 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and

submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be determined through a lump sum fee assigned to each work authorization. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as **"Special Services Fee"**) at the hourly labor rates and non-labor rates (hereinafter referred to as **"Contract Rates"**) specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the

Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the **Project** shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any 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 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development of the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto.

The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Engineer** and approved by the **Owner,** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.**

Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project**'s deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the **Engineer.** All supplemental agreements will be developed in the form identified in **EXHIBIT "F" –** ***Supplemental Agreement Form,*** attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, and the option or options were not

selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment

furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be

disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project**, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other

body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement 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**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the **Project** after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the **Project** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; 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 inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** 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 the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer**

must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such

Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million

dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and

regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission, Texas 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2005.**

ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, Executive Vice-President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
J. D. Salinas, Hidalgo County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: 5-10-05

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved by Commissioners' Court
on 5-10-05

15. **Hidalgo County – Godfrey Garza:** (SEE EXHIBIT O)

A. Approval of TEDSI Infrastructure Group invoice(s) 256554 & 256610 and authorization for auditor to issue manual check upon audit (FEMA Project)

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

16. **Hidalgo County ROW – Godfrey Garza:** (SEE EXHIBIT P)

A. Requesting exemption from competitive bidding requirements for professional engineering services with TEDSI Infrastructure Group in connection with the 10th St. Extension Project (from SH 107 to FM 1925)

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Approval to enter into a professional engineering services agreement with TEDSI Infrastructure Group for the 10th St. Extension, Phase I, ROW map, parcel acquisition plats, meet & bounds, Phase II, Plans, specification and estimate (PS &E), Phase III, Construction Phase Services (from SH 107 to FM 1925)

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Approval of Work Authorization #1 with TEDSI Infrastructure Group for Phase I services related to 10th St. project from SH 107 to FM 1925 (ROW map, parcel acquisition plats, metes and bounds descriptions)

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #18.

17. **Pct. #1 – Comm. Handy:** (SEE EXHIBIT Q)

A. Approval of Resolution honoring South Texas School Nurses in recognition of National School Nurses Day, Wednesday, May 11, 2005

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved back to item #5.

Palacios: (SEE EXHIBIT R)

tion supporting El Milagro Clinic expansion

n on this item.

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for **Right of Acquisition Individual Plats and Metes & Bounds and Plans, Specifications & Estimate (PS&E) for 10th St. from SH 107 to FM 1925 (Monte Christo).** The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. RIGHT OF WAY DOCUMENT

II. DESIGN PHASE SERVICES – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) 10th St. Extension

III. CONSTRUCTION PHASE SERVICES – CONSTRUCTION MANAGEMENT AND SUPPORT

I. RIGHT OF WAY DOCUMENT

Right-of-Way Documents – For Phase I of 10th Street Extension Project between SH 107 and FM 1925 (Monte Cristo Road), the **Consultant** will utilize **County** examples and provide the following:

1. Prepare final right-of-way plans, field notes and individual parcel maps as needed to properly describe the right-of-way the **County** is to acquire for the preferred route.

2. All procedures involving final right-of-way maps and surveys, field note descriptions, and parcel maps will be in accordance with and according to the Texas Board of Professional Land Surveying Practices Act.

3. All required documents will be in English units.

4. Prepare a final right-of-way layout covering the project area and submit to the **Owner** for approval.

5. Prepare a final right-of-way map (at a scale of 1"=100' (rural), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
    a. Right-of-Way Maps
        (1) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
        (2) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.
        (3) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.
        (4) Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
        (5) League lines and survey lines will be shown and identified by name and abstract number.

(6) County lines and city limit lines will be shown and identified by name.
(7) A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
(8) Monumentation set or foundation will be shown and described as to material and size.
(9) A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
(10) Intersecting streets will be shown and identified by name and right-of-way width.

(11) Utility corridors will be identified as to easement or fee.
(12) Easements and fee strips will be shown and identified by width, owner, and recording data.
(13) Building lines or set-back lines will be shown and identified.
(14) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
(15) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
(16) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.
(17) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.
(18) In cases where structures are located outside the proposed right-of-way corridor and within 10 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown and identified as to type of improvement.
(19) If the structure is an element of the planimetric, the **Consultant** may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.
(20) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
(21) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
(22) Points of commencing and points of beginning will be shown and labeled.
(23) Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.
(24) An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.
(25) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.
(26) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.
(27) Appropriate notes will be included on the title sheet stating the following:
  (a) Month(s) and year abstracting was performed upon which the map is based.
  (b) Month(s) and year field surveys were conducted upon which the map is based.
  (c) Month and year map was completed by the **Engineer**.
(28) All exist. improvements including apparent utility lines, buildings, fences, etc. should be shown and labeled on each map sheet.

(29) Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.

(30) The acreage of the part taken should be shown to two decimal places, rounded.

b. ***Field Note Descriptions*** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

(1) The field note description will begin with a general description that will include, as a minimum:

(a) **State**, county, and city within which the proposed parcel of land to be acquired is located.

(b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.

(c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

(2) The field note description will continue with a metes and bounds description that will include, as a minimum:

(a) A point of commencing (outside property corner).

(b) A point of beginning.

(c) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

(d) A description (8-1/2" x 14") of all monumentation set or found to include, as a minimum, size and material.

(3) All field note descriptions will be signed and sealed by the Engineers Registered Professional Land Surveyor.

c. ***Parcel Plats***

(1) A parcel plat will be prepared for each parcel of land to be acquired. The **County** has developed standard formats for parcel plats, copies of which the **Consultant** will request and secure for all purposes. Parcel plats will include each and every item of information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.

(2) All parcel plats will be (8-1/2" x 14") signed and sealed by a Registered Professional Land Surveyor.

7. The **Engineer** will place monuments in the field as follows:

a. The proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines.

b. Existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs and angle points.

8. The **Engineer** will provide to the **County** a copy of Instruments of Record.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates (PS&E)

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

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

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage
The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing
The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings
The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous
If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

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

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

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

8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:

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

   b) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

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

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

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

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actuallyconstructed. The Owner will be furnished five (8) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Insert Exhibit D

Contract Rates

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

TEDSI Infrastructure Group, Inc.

LABOR:

Job Description	Contract Rate** 2004	Contract Rate** 2005	Contract Rate** 2006	Contract Rate** 2007	Contract Rate** 2008	Contract Rate** 2009
Engineering						
Principal (QC/QA)	$204.18	$214.39	$225.11	$236.36	$248.18	$260.59
Project Manager (VIII)	$185.95	$195.25	$205.01	$215.26	$226.02	$237.32
Sr. Engineer (V)	$170.16	$178.67	$187.60	$196.98	$206.83	$217.17
Project Engineer (III)	$151.96	$159.56	$167.54	$175.91	$184.71	$193.94
Engineer (I)	$145.85	$153.14	$160.80	$168.84	$177.28	$186.15
Sr. Engineering Designer	$121.53	$127.61	$133.99	$140.69	$147.72	$155.11
Environmental Scientist	$109.41	$114.88	$120.62	$126.66	$132.99	$139.64
Engineering Designer	$104.55	$109.78	$115.27	$121.03	$127.08	$133.44
CADD Operator	$74.16	$77.87	$81.76	$85.85	$90.14	$94.65
Secretary	$66.86	$70.20	$73.71	$77.40	$81.27	$85.33
Surveying						
Reg. Public Land Surveyor	$145.00	$152.25	$159.86	$167.86	$176.25	$185.06
Project Supervisor SIT	$120.00	$126.00	$132.30	$138.92	$145.86	$153.15
Survey Technician	$95.00	$99.75	$104.74	$109.97	$115.47	$121.25
Abstractor	$75.00	$78.75	$82.69	$86.82	$91.16	$95.72
2-man Survey Crew	$125.00	$131.25	$137.81	$144.70	$151.94	$159.54
3-man Survey Crew	$150.00	$157.50	$165.38	$173.64	$182.33	$191.44
4-man Survey Crew	$185.00	$194.25	$203.96	$214.16	$224.87	$236.11

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$500/day
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Officials

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. **Scope of Work.** The purpose of this Work Authorization is **for the Engineer to provide**

_____

_____

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in **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 lump sum 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 Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Mark W. Lupher, P.E., RPLS

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar Garza, Jr., (County Commissioner)

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"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2005** concerning engineering for _____+

_____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes

_____

_____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
[redacted]

BY: _____
Jesse Salinas, (principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County as an Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number

Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip

7.6 Authorized Agent's Phone No. Area Code (_____) _____	Original Signature of Authorized Agent _____ Date

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverage's are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

EXHIBIT "G"

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/13/2004

PRODUCER (713)463-4550 FAX (713)463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	
INSURER B: The Hartford Companies	22357
INSURER C: Continental Casualty Company	
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: [X] POLICY [ ] PRO-JECT [ ] LOC	1075066054	09/11/2004	09/11/2005	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 $ 10,000 $ 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	46UETW3241	09/11/2004	09/11/2005	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	1075066054	09/11/2004	09/11/2005	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2004	09/11/2005	[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
C		OTHER Professional Liability	AEA11113771047	09/11/2004	09/11/2005	$2,000,000. Each Claim $2,000,000. Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Byron Johnson

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is **for the Engineer to provide Phase I Services for a final Right of Way map, parcel acquisition plats, metes and bounds descriptions for the 10th Street Extension Project between Monte Cristo Road (FM 1925) and Schunior Rd. in Precinct No. 4.**

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **$81,925.00**. 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 Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Mark W. Lupher, P.E., RPLS

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar Garza, Jr., (County Commissioner)

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____
Date: 5-10-05

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"	-	Estimated Cost Proposal

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide current title reports to Engineer.

6) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

7) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for **Right of Acquisition Individual Plats and Metes & Bounds for 10th St. Extension from Schunior Road to FM 1925 (Monte Cristo).** The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

NOTE: ***This Scope of Services does not include Right-of-Way Acquisition Parcel Plats for 10th Street Extension between Schunior Road and SH 107. It is unclear at this time on what services will be required through previously platted Las Alamedas I & II Subdivisions. A supplemental agreement will be required after a Scope of Services for these subdivisions is better defined.***

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. RIGHT OF WAY DOCUMENT

I. RIGHT OF WAY DOCUMENT

Right-of-Way Documents – For Phase I of 10th Street Extension Project between Schunior Road and FM 1925 (Monte Cristo Road), the **Engineer** will utilize **County** examples and provide the following:

1. Prepare final right-of-way plans, field notes and individual parcel maps as needed to properly describe the right-of-way the **County** is to acquire for the preferred route.

2. All procedures involving final right-of-way maps and surveys, field note descriptions, and parcel maps will be in accordance with and according to the Texas Board of Professional Land Surveying Practices Act.

3. All required documents will be in English units.

4. Prepare a final right-of-way layout covering the project area and submit to the **Owner** for approval.

5. Prepare a final right-of-way map (at a scale of 1"=100' (rural), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
   a. Right-of-Way Maps
   (1) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
   (2) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be

acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.

(3) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.

(4) Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.

(5) League lines and survey lines will be shown and identified by name and abstract number.

(6) County lines and city limit lines will be shown and identified by name.

(7) A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.

(8) Monumentation set or foundation will be shown and described as to material and size.

(9) A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.

(10) Intersecting streets will be shown and identified by name and right-of-way width.

(11) Utility corridors will be identified as to easement or fee.

(12) Easements and fee strips will be shown and identified by width, owner, and recording data.

(13) Building lines or setback lines will be shown and identified.

(14) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.

(15) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

(16) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.

(17) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.

(18) In cases where structures are located outside the proposed right-of-way corridor and within 10 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown and identified as to type of improvement.

(19) If the structure is an element of the planimetric, the **Engineer** may electronically "snap to" the structure to determine this shortest distance. However, if this distance is less than three feet, it will be field-verified.

(20) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.

(21) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.

(22) Points of commencing and points of beginning will be shown and labeled.

(23) Each parcel of land to be acquired will be identified by a parcel number that will appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel.

(24) An ownership tabulation will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.

(25) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.

(26) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.

(27) Appropriate notes will be included on the title sheet stating the following:
(a) Month(s) and year abstracting was performed upon which the map is based.
(b) Month(s) and year field surveys were conducted upon which the map is based.
(c) Month and year map was completed by the **Engineer**.

(28) All existing improvements including apparent utility lines, buildings, fences, etc. should be shown and labeled on each map sheet.

(29) Property insets should show the whole property to a reasonable scale, the existing and proposed right of way, and the subdivision name, or volume and page of the conveyance.

(30) The acreage of the part taken should be shown to two decimal places, rounded.

b. ***Field Note Descriptions*** – A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

(1) The field note description will begin with a general description that will include, as a minimum:
(a) **State**, county, and city within which the proposed parcel of land to be acquired is located.
(b) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
(c) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

(2) The field note description will continue with a metes and bounds description that will include, as a minimum:
(a) A point of commencing (outside property corner).
(b) A point of beginning.
(c) A series of courses identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
(d) A description (8-1/2" x 14") of all monumentation set or found to include, as a minimum, size and material.

(3) All field note descriptions will be signed and sealed by the Engineers Registered Professional Land Surveyor.

c. ***Parcel Plats***

(1) A parcel plat will be prepared for each parcel of land to be acquired. The **County** has developed standard formats for parcel plats, copies of which the **Engineer** will request and secure for all purposes. Parcel plats will include each and every item of

information shown on the right-of-way map that concerns the individual parcel, including a reference to the source of bearings and datum used and note the point of commencing.

(2) All parcel plats will be (8-1/2" x 14") signed and sealed by a Registered Professional Land Surveyor.

7. The **Engineer** will place monuments in the field as follows:
   a. The proposed right-of-way lines at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, intersecting property lines.
   b. Existing right-of-way lines in areas of no proposed acquisition at all PCs, PTs and angle points.
8. The **Engineer** will provide to the **County** a copy of Instruments of Record.

EXHIBIT "C"

Work Schedule
W.A. #1 – Phase I

NTP	June 1, 2005
Title Reports	June 1, 2005 – August 31, 2005
ROW Strip Map	July 1, 2005 – September 30, 2005
Individual Parcel Plat and M&B	August 1, 2005 – October 31, 2005
Final	September 1, 2005 – November 30, 2005

Exhibit "D"
Work Authorization No. 1

Phase I - Final Right-of-Way Map,
Parcel Acquisition Plats and
Metes & Bounds Descriptions
for
10th Street Extension
Schunior Road to Monte Cristo Road (FM 1925)
(Approximately 40 parcels)*

FEE ESTIMATE

LABOR

RPLS	100	x	$	152.25	=	$	15,225.00
4-Man Survey Crew	200	x	$	194.25	=	$	38,850.00
Survey Technician	200	x	$	99.75	=	$	19,950.00
				Subtotal Labor		**$**	**74,025.00**

DIRECT COSTS

Mileage	1000	x	$	0.40	/mile =	$	400.00
GPS Equipment	15	x	$	500.00	/day =	$	7,500.00
				Subtotal Direct Costs		**$**	**7,900.00**

TOTAL COST (Labor + Direct Costs) $ 81,925.00

***NOTE:**
This Scope of Services does not include Right-of-Way Acquisition Parcel Plats for 10th Street Extension between Schunior Road and SH 107. It is unclear at this time on what services will be required through previously platted Las Alamedas I & II Subdivisions. A supplemental agreement will be required after a Scope of Services for these subdivisions is better defined.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-06-144-12-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering/ environmental services for the **Corridor & Alignment Analysis, Environmental Constraints Matrix, Preliminary Right-of-Way Data, & Public Involvement associated with Trenton Road from US 281 to FM 491** (hereinafter referred to as the "**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of the **Project** and

fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on December 31, 2009 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the

Engineer of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of

default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events, which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, is equal to a max lump sum fee not to exceed **$500,000.00** amount. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the

date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions, as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the **Project** shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under

Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any 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 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development of the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project**'s deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the

Engineer and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) identified in the immediately preceding paragraph may be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings,

specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier

termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this

Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on

this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefore in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project**, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to

the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents,

covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement 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**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the **Project** after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the **Project** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; 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 inspected in a workmanlike, professional manner and will be suitable for the **Project**'s intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project,** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** 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 the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the

completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through

activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or

Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an

insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not

subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: **Hidalgo County**
100 East Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: **TEDSI Infrastructure Group**
1201 E. Expressway 83
Mission, Texas 78572

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 13TH day of DECEMBER, **2005**.

ENGINEER:
TEDSI Infrastructure Group

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge OR
PRESIDING OFFICER HIDLAGO COUNTY COMMISSIONER PCT. 1

ATTEST:

_____
J. D. Salinas, Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.
800 Pecan
McAllen, Texas 78504

By: _____
Signature

Stephen L Crain
Name (Printed or Typed)

Partner
Title

3-23-06
Date

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

(1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

(3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.

(4) Provide any available relevant data the OWNER may have on file concerning the project.

(5) Provide timely review and decisions in response to the ENGINEER's request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.

(7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

ATTACHMENT "B"
Services To Be Provided By The Engineer

GENERAL
This contract will include the following phases:

PHASE I

- *Surveying*
- *Corridor Analysis (Between US 281 & FM 491 – Approximately 16 Miles)*
- *Public Meeting #1*
  - *Preferred Corridor (16 Miles)*
- *Preliminary Environmental Matrix*

PHASE II

- *Alignment Analysis (16 Miles)*
- *Public Meeting #2*
  - *Present Reasonable Alternatives*
  - *Present Preferred Alignment*

The **Engineer** shall participate in two public meetings.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Lump Sum Work Authorization Contract, except as otherwise specified in Attachment A.

The **Engineer** will design, develop, and prepare all documents in ***English*** units. Project limits are as follows:

Trenton Road: from US 281 to FM 491
Approximately 16 Miles

The **Engineer** will perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of **TxDOT**.

The **Engineer** will provide traffic control in accordance with the Texas MUTCD when performing any field activities associated with this Lump Sum Work Authorization Contract.

The **Engineer** will develop/submit a work schedule with milestone activities and/or deliverables identified.

The **Engineer** will utilize a computer graphics system that is compatible with the **State's** computer system. The computer graphics files will have the same integrity, singularity, and attributes as elements generated by the **TxDOT** computer system.

Right of Entry: It will be the responsibility of the **Engineer** to secure written permission (format to be approved by the **State**) to enter private property for purposes of survey, environmental and engineering investigations. Note: The **Engineer** will not enter any private property without written consent from the property owner; no entry by the **Engineer** will be allowed on any verbal consent. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer**, the name of the survey party chief or other primary person of contact during each entry.

GENERAL MANAGEMENT/COORDINATION (FC 164)

The **Engineer** shall be required to meet (as required) with designated **County** representatives to report on progress. The **Engineer** will be required to prepare and submit, on a monthly basis, a formal (typewritten) progress report with a project schedule that indicates the percentage completion of each task outlined.

The **Engineer** shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.

PHASE I

The following limits apply to this Phase:

From: US 281 **To:** FM 491 (16 Miles) – A 1000 ft. wide band will be analyzed. Tasks within these limits will consist of all tasks stated below.

Deliverables to Include:

1. **Preliminary Design Summary Report (DSR), which will act as a working document and include proposed typical sections.**
2. **Draft report identifying general locations of a corridor.**
3. **Exhibits for Public Meeting #1.**
4. **The Engineer will attend and provide technical support, as needed, at the Public Meeting #1, which will include final corridor selection process and public feedback on preliminary alignments in preferred corridor.**
5. **Documentation & Summary of Pubic Meeting #1.**

ROUTE AND DESIGN STUDIES (FC 110)

The **Engineer** shall collect, review, and evaluate all of the available existing data pertaining to this project.

ROUTE STUDY

The **Engineer** shall conduct a route study for the portion of roadway from US 281 to FM 491.

1. The **Engineer** will collect, review and assemble all available data.
2. The **Engineer** will organize and attend a preliminary concept (or kick-off) meeting to identify and confirm with the **County/State** corridor issues that would influence the location and ultimate selection of a preferred alignment.
3. The **Engineer** will develop detailed design criteria that include roadway typical sections and desirable standards as per the **TxDOT** Roadway Design Manual.
4. The **Engineer** will coordinate with **County** to develop a list of "Key Stakeholders" for the project and will coordinate/conduct; provide support and assistance, as required by **County**, in conducting group and/or individual meetings with the final list of stakeholders. The **Engineer** will coordinate/conduct meetings to solicit comments/concerns to develop a matrix to establish the project's alignment alternates. The criteria will include such factors as

existing and future development; current and future land use, environmental factors, socioeconomic issues, geographic features, political issues, traffic volumes, traffic service, utility impacts, transportation infrastructure, and cost.

5. The **Engineer** will coordinate/conduct the following meetings to solicit comments/concerns from the preliminary list of stakeholders.

   The stakeholder meetings for corridor determination will entail the following: To present the corridor alternatives, discuss the project development process, and obtain input from the major stakeholders and agencies on constraints and issues. (The **Engineer** will meet individually with each stakeholder.) All input will be studied and analyzed in the development of the project's constraint matrix. The estimated number of meetings (7) is as follows:

   - 1 meeting with Precinct #1 and Precinct #4
   - 3 meetings with land owners from Hidalgo County
   - 1 meeting with Hidalgo County Drainage District No. 1
   - 1 meeting with Irrigation Districts
   - 1 meeting with USFWS, TPWD and IBWC

   It will be the **Engineer**'s intent to group the meetings appropriate and schedule as many as possible for that day.

6. The **Engineer** will develop a matrix to establish the project's route selection criteria for evaluating corridor alternates. The criteria will include such factors as existing and future development; current and future land use, environmental factors, socioeconomic issues, geographic features, political issues, traffic volumes, traffic service, utility impacts, transportation infrastructure, and cost.

7. The **Engineer** will develop, produce and mail a bilingual project newsletter prior to Public Meeting #1.

8. **County** will schedule, advertise, and conduct Public Meeting #1. The meeting will consist of an informal "open-house" prior to the formal project presentation. Assistance in answering questions and responding to public comments will be provided to **County** by the **Engineer**. The **Engineer** will prepare exhibits showing a map of the corridor bandwidth on an available photographic background. Also, a presentation board showing the matrix of general project criteria for corridor selection will be displayed. The **Engineer** shall provide to the **County** a mailing list of all property owners, along the corridor prior to the public meeting. The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster and exhibits for the meeting).

PHASE I SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

An Environmental Constraints Matrix will be prepared by the **Engineer** for Trenton Road Route Study in the correct format for the preferred alignment in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As *No significant environmental issues or impacts are expected for this project* a ***FONSI*** (as identified by the NEPA process) is anticipated.

The limits of the Environmental Constraints Matrix will be from US 281 to FM 491.

In Preparation of the draft EA the Following Items will be Performed:

Task I Analysis of Viable Alternatives

As an initial task, the **Engineer** will focus the scope of work for the constraints matrix on those environmental issues and resources that are most likely to be considered significant by the reviewing agencies and the public. This will require an initial data collection effort using available sources of information supplemented by an initial field investigation. For each of the categories listed in Task 4 below, the **Engineer** will perform the necessary background and field reconnaissance to gather appropriate data for completion of a constraints matrix, and to support the permitting and coordination processes. Data will be provided both on a regional scale, and specific to the alternatives that receive primary consideration during the planning process. This information will be graphically depicted and characterized with respect to location, termini, concept, status, extent of required land acquisition, costs, etc., in sufficient detail so that the comparative merits of each alternative can be evaluated. Although other important issues or constraints may be identified as a result of more detailed analysis or public input later in the environmental constraints process, this initial task will provide valuable guidance in focusing the data collection and impact analysis efforts. The results of this task will be a constraints map and matrix identifying and prioritizing the most important issues likely to arise during the course of project development by alternative, as described below.

Task 1.1

Collect environmental data for the study area using existing sources of information for the following resource categories: land use, socio-economics, cultural resources, hazardous materials, vegetation, endangered species, potential wetlands, and FEMA floodplains. This information will be supplemented by aerial photo interpretation and an initial field investigation.

Task 1.2

Prepare an environmental, physical, and human constraints map for the proposed project study area. The identification of these constraints will assist to identify viable alternatives for route locations.

Task 1.3
Prepare a draft decision matrix identifying probable environmental impacts associated with primary corridors, to be limited to no more than three (3) 1000-foot wide alternatives. The results of this investigation will aid in determining the preferred corridor.

Task 2 Document Purpose and Need for the Project
This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate constraints matrix describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.

FIELD SURVEYING (FC 150)
1. Field Location: The **Engineer** will perform any surveying necessary to locate the centerline at locations where it crosses existing accessible features so that the environmental assessment can be performed.
2. The **Engineer** will obtain and/or establish field data as needed:
   a. Recover existing control
   b. Establish Horizontal and Vertical control
3. The **Engineer** will utilize the existing high level aerial photography provided by the County.

All coordinate geometry will be based on and tied to the NAD 83 HARN datum of the State Plane Coordinate System. The **Engineer** will develop the project in English units. Work activities for the **Engineer** are as follows:

PHASE II ALIGNMENT ANALYSIS

1. **Map identifying all reasonable alternatives analyzed in the development of the alignment within the preferred corridor.**
2. **A listing of property owners, including addresses, along the preferred alignment and a project mailing list.**
3. **Exhibits for Public Meeting #2.**
4. **The Engineer will attend and provide technical support, as needed, at Public Meeting #2.**
5. **Documentation and Summary of Public Meeting #2.**
6. **Engineering Summary documenting route analysis, including an Alternatives Analysis documenting the consideration of all reasonable alternatives within the preferred corridor.**

1. The **Engineer** will develop a preferred alignment within the preferred corridor, documenting all the reasonable alternatives analyzed during the development of the alignment. This alignment shall be developed using the best available information and reasonable professional judgment regarding the following factors:

SOC, ECO, ENV

- Number of Residences within the Right-of Way
- Number of Businesses within the Right-of-Way
- Number of Public Facilities, including Churches, Cemeteries, and Schools within the ROW
- Aesthetic Impacts
- Impacts to Minority & Low Income Communities (Presidential E.O. No. 12898)
- Impact to Noise Sensitive Receptors
- Effects on Air Quality
- Level of Neighborhood Disruption
- Total Land Impacted (acres)
- Impacts to Current Land Use
  - Developed
  - Agriculture/Pasture
  - Primeland Farmland
- Impacts to Vegetation Communities/Wildlife Habitat
- Impacts on Floodplains (acres)
- Threatened Endangered Species Impacts (acres of habitat)
- Potential Impact to Wetlands (number and size of wetlands)
- Stream Crossings (no.)
- Impacts on Groundwater Resources
- Impacts on Hazardous Materials Sites (based on regulatory data search) *this search does not constitute a Phase I ESA; all facility locations shall be field confirmed.*

ENGINEERING

- Traffic Impacts
- Length of Alignment
- Construction Cost
- Constructability and Funding

2. For the development of the alignment, including the analysis of all reasonable alternatives, the **Engineer** will conduct, as needed; field reconnaissance efforts to confirm identified constraints, issues, and potentially significant structures in relation to the alignment. The **Engineer** will provide a constraints matrix on the alternatives from the selected preferred corridor in Phase I.

3. The stakeholder meetings for alignment determination will entail the following: To present the alignment alternatives, discuss the project development process, and obtain input from the major stakeholders and agencies on constraints and issues. (The **Engineer** will meet individually with each stakeholder). All input will be studies and analyzed in the

development of the project's constraint matrix. The estimated number of meetings (6) is as follows:

- 1 meeting with Precinct #1 and Precinct #4
- 3 meetings with land owners from Hidalgo County
- 1 presentation to MPO Policy Board of Hidalgo County MPO (The Engineer shall provide assistance to the Owner in securing possible state and/or federal funding for future phases of work)
- 1 meeting with Hidalgo County Drainage District

It will be the **Engineer**'s intent to group the meetings appropriate and schedule as many as possible for that day.

4. The **Engineer** will develop, produce and mail a bilingual project newsletter prior to the Public Meeting #2.

5. The **Engineer** will present all the reasonable alternatives analyzed during the development of the alignment to the **County/TxDOT** for presentation at Public Meeting #2. **County** will then schedule, advertise, and conduct (1) Public Meeting. The meeting will consist of an informal "open-house" prior to the **County** formal project presentation. Assistance in answering questions and responding to public comments will be provided to the **County** by the **Engineer**. The **Engineer** will prepare exhibits showing a map of the preferred alignment on an available photographic background. Also, a presentation board showing the matrix of general project criteria for the alignment selection will be displayed. The **Engineer** shall provide to the **County** an updated mailing list of all property owners, along the corridor prior to the public meeting. The **Engineer** shall prepare exhibits showing a map of the preferred alignment on an available photographic background. Also, a presentation board showing the matrix of general project criteria for the alignment selection will be displayed. The **Engineer** shall provide to the **County** an updated mailing list of all property owners, along the corridor prior to the public meeting. The **Engineer** shall prepare required presentation materials including handouts, agenda, and sign-in roster and exhibits for the meeting described above.

6. Based on public (from the Public Meeting and written comments) and agency input, along with the evaluation matrix/criteria the preferred alignment will be selected.

7. The **Engineer** will prepare an Engineering Summary and Alternatives Analysis documenting the route analysis for review and approval by the **County/TxDOT**. The Engineering Summary and Alternatives Analysis will be included in a future developed environmental document.

PHASE II SOC, ECO AND ENVIRON MATRIX & PUBLIC INVOLVEMENT (FC 120)

Task 1 Alternatives Analysis

The alternatives analysis is a key component of all environmental documents prepared under NEPA. The analysis will be built upon the corridor selection matrix by providing mapped and narrative descriptions of the preliminary and primary alternatives and design options within the previously identified 1000-foot corridor. The quantitative inventory of potential effects (relocations, acres of various land uses affected, etc.) will be supplemented by additional information collected in the Environmental Consequences task to provide a more detailed comparison of potential environmental impacts. The alternatives analysis will result in an alternatives section of a future environmental document that will summarize the alternatives and design options, compare their potential environmental impacts (in matrix and narrative form), and provide support for the selection of a technically preferred alternative. The alternatives section will distinguish the reasonable alternatives and those eliminated from further study.

Task 2 Graphics

The **Engineer** will prepare base maps for field use, stakeholder and public meeting presentation graphics, and environmental constraints matrix graphics using existing available aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

answering questions and responding to public comments will be p

the **Engineer**. The **Engineer** will prepare exhibits showing a map of the preferred alignment on an available photographic background. Also, a presentation board showing the matrix of guidelines of **TxDOT** and the FHWA for preparing environmental documents. The Engineer shall address the adverse and beneficial impacts of project construction and operation, and will also include secondary and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur.

Task 4 Coordination

Agency Coordination: As part of the proposed effort, the **Engineer** intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

Task 1	Local, county and municipal government agencies
Task 2	U.S. Fish & Wildlife Service regarding federally threatened or endangered species
Task 3	Federal Emergency Management Agency and local flood management agency regarding NFIP compliance
Task 4	Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Biological Conservation Data system
Task 5	Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection

All correspondence will be preserved for inclusion in a future environmental assessment document; telephone or in-person discussions with agency officials will be logged as part of the project file.

The **Engineer** team assumes an a future that leads to the issuance of a **Finding of No Significant Impact** will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement).

The **Engineer** will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, Public Meeting #1, and Public Meeting #2.

RIGHT-OF-WAY DATA (FC 130)

1. For each alignment alternative within the selected corridor, the **Engineer** will summarize the compensable utilities present within the corridor. The information is to include company name and address. The **Engineer** will coordinate with the utility companies to locate their lines horizontally. A minimum of one meeting will be held with the utility companies at the City or County Office for identifying compensable utilities within the proposed project.

2. Appraisal district records shall be supplemented by abstracting as necessary to clarify ownership.

3. A map will be prepared which will contain the lots, blocks and subdivisions, etc., that when superimposed on the digital map will match the features on the digital map (The **Engineer** will need to manipulate the Tobin Map or related maps and preliminary property information to best fit the image). Each lot block and subdivision will have the owners name and address on separate levels. The **Engineer** will identify the common ownership lines and property lines on the map and will provide the **Engineer** with both a hard and digital copy.

   The **Engineer** will develop and provide **County/TxDOT** a map depicting all of the owner information according to the tax rolls and produce an Excel spreadsheet with the names and addresses of the owners to be used as a mailing list.

4. Mailing list of property owners identified in #4 above will serve for right-of-entry purposes along approved corridor.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

TEDSI Infrastructure Group, Inc.

LABOR:

Job Description	Contract Rate** 2004	Contract Rate** 2005	Contract Rate** 2006	Contract Rate** 2007	Contract Rate** 2008	Contract Rate** 2009
Engineering						
Principal (QC/QA)	$204.18	$214.39	$225.11	$236.36	$248.18	$260.59
Project Manager (VIII)	$185.95	$195.25	$205.01	$215.26	$226.02	$237.32
Sr. Engineer (V)	$170.16	$178.67	$187.60	$196.98	$206.83	$217.17
Project Engineer (III)	$151.96	$159.56	$167.54	$175.91	$184.71	$193.94
Engineer (I)	$145.85	$153.14	$160.80	$168.84	$177.28	$186.15
Sr. Engineering Designer	$121.53	$127.61	$133.99	$140.69	$147.72	$155.11
Environmental Scientist	$109.41	$114.88	$120.62	$126.66	$132.99	$139.64
Engineering Designer	$104.55	$109.78	$115.27	$121.03	$127.08	$133.44
CADD Operator	$74.16	$77.87	$81.76	$85.85	$90.14	$94.65
Secretary	$66.86	$70.20	$73.71	$77.40	$81.27	$85.33
Surveying						
Reg. Public Land Surveyor	$145.00	$152.25	$159.86	$167.86	$176.25	$185.06
Project Supervisor SIT	$120.00	$126.00	$132.30	$138.92	$145.86	$153.15
Survey Technician	$95.00	$99.75	$104.74	$109.97	$115.47	$121.25
Abstractor	$75.00	$78.75	$82.69	$86.82	$91.16	$95.72
2-man Survey Crew	$125.00	$131.25	$137.81	$144.70	$151.94	$159.54
3-man Survey Crew	$150.00	$157.50	$165.38	$173.64	$182.33	$191.44
4-man Survey Crew	$185.00	$194.25	$203.96	$214.16	$224.87	$236.11

**These are the rates to be determined for each work authorization.

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	At Cost
Overnight Carrier cost	$20/letter
GPS Equipment	$500/day
Copies	$0.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.50/sq.ft.
Mylar Plots	$1.60/sq.ft.

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Officials.

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2005** concerning engineering for _____+

_____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes

_____

_____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: *Copies of the endorsements listed below are not required as attachments to this certificate.*

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code (_____)

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1_____	2.2_____	2.3_____	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1_____	3.2_____	3.3_____	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1_____	4.2_____	4.3_____	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4_____	4.5_____	4.6_____	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. ***PROFESSIONAL LIABILITY***				
	5.1_____	5.2_____	5.3_____	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code (_____)			Original Signature of Authorized Agent _____ Date		

Hidalgo County
CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverage's are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/07/2005

PRODUCER (972)581-4800 FAX (972)980-1813
Bell Insurance Group
16980 Dallas Parkway
Dallas, TX 75248
CIC, Ginny Lahrman

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 TEDSI Infrastructure
DBA: Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Ins. Co.	20508
INSURER B: Hartford Fire Insurance Co	
INSURER C: Transportation Ins. Co.	
INSURER D: Continental Casualty Co.	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	1075066054	09/11/2005	09/11/2006	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	46UECTW3241	09/11/2005	09/11/2006	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	1075066054	09/11/2005	09/11/2006	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2005	09/11/2006	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
D		OTHER	AEA113771047	09/11/2005	09/11/2006	Each Claim Aggregate	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: DECEMBER 09, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: SUPPLEMENTAL AGREEMENT #1 (10th Street Extension)
C-05-199-05-10

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING **SUPPLEMENTAL AGREEMENT NO. 1** FOR **TEDSI INFARASTRUCTURE GROUP** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FISCAL IMPACT: NONE AT THIS TIME, AS THIS IS TO REVISE TO EXTEND THE TERMINATION DATE.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 • Mission, Texas 78572

December 8, 2009

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78542-0337

RE: 10th Street Extension

Dear Commissioner Garza:

Attached herewith are three (3) partially executed Supplemental Agreement No. 1 to the referenced contract between Hidalgo County and TEDSI Infrastructure Group. This contract is to reach termination on December 31, 2009 unless extended by the attached Supplemental Agreements.

The work under this contract needing to be completed under Work Authorization No. 2 is remaining ROW between SH 107 and Schunior Road and PS&E form SH 107 to FM 1925.

I will also be forwarding under separate cover the said Work Authorization No. 2 for execution.

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

Sincerely,
TEDSI INFRASTRUCTURE GROUP

Mark W. Lupher, P.E., RPLS, CFM
Executive Vice President



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

AI-18794 **13.J.**

Lease Office Space to House DPS-City of Weslaco
CC CONSENT

Date:	12/22/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e. Legal Notice, Specifications-Requirements, etc. Draft Contract) attached hereto for "Lease Office Space to House DPS -City of Weslaco"-Hidalgo County (Bid No. 2010-028-MEG)

BACKGROUND

1. Current Contract Expires: 02/23/2010.
Draft Contract Document was reviewed as to form by legal counsel
Proposed Schedule Events:
1st advertisment: 12/26/09
2nd advertisment: 01/02/2010
Bid Opening Date: 01/13/2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1100-421-00-115-027-0-441

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding will be provided by 2010 budget.

Adopted budget for 2010 for object code 441 is $35,280.00.

Attachments

Link: Legal Notice

Link: Exhibit A Specificaiton

Link: Draft Contract

Link: Approval of Specification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2009 04:20 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 05:04 PM	APRV
3	Auditor's Office		12/18/2009 05:11 PM	NEW

Form Started By: Elena Gomez

Started On: 12/01/2009 10:33 AM

Final Approval Date: 12/18/2009

LEGAL NOTICE

HIDALGO COUNTY-
LEASE of OFFICE SPACE to
HOUSE DPS- CITY OF WESLACO"
BID NO: 2010-028-01-13-MEG

Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

1. Sealed bids will be received for **"HIDALGO COUNTY-LEASE of OFFICE SPACE to HOUSE DPS- CITY OF WESLACO"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-028-01-13-MEG "HIDALGO COUNTY-LEASE OF OFFICE SPACE TO HOUSE DPS- CITY OF WESLACO"** and in County's Purchasing Department, Physical Address: 2802 S. Business Hwy 281-Administration Building Mailing /Postal Address: 2812 S. Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 13, 2010 NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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

15.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-LEASE of OFFICE SPACE to HOUSE DPS- CITY OF WESLACO"** 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
Ray Eufracio, CPA, County Auditor
100 E. Cano, 3rd Floor
Edinburg, Texas 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**January 13 , 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. 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.

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 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.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not

limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. 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.

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 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
"LEASE of OFFICE SPACE to HOUSE DPS- CITY OF WESLACO"
BID NO.: 2010-028-01-13-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-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: _____

Must be submitted to bid packet

EXHIBIT A
HIDALGO COUNTY
"LEASE OFFICE SPACE to HOUSE DPS- CITY OF WESLACO"
BID NO: 2010-028-00-00-MEG

SCOPE OF SERVICES:

The proposed building should be in good working habitable condition and must consist of designated rooms or areas for conducting of the following functions as follows:

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders").

SPECIFICATIONS/ REQUIREMENTS

1. The proposed office building must provide a minimum of 2050 square feet to a maximum of 4,000 square feet.

2. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.

3. Adequate parking spaces for the general public, with ten (10) designated parking spaces for staff vehicles, which two (2) will be handicap spaces, one (1) handicap van accessible, for a total of **15** parking spaces.

4. Two (2) Large Squad Rooms, approximately 30'x30 for Twelve (12) Patrol Troopers and 6 CVE Troopers, to accommodate desks, filing cabinets and other office equipment, furniture required to run the DPS Office efficiently.

5. An office for six (6) Commercial Vehicle Enforcement Troopers, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

6. An office (14'x14') for Highway Patrol Supervisor, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

7. Receptionist area to accommodate copier, computer hutch, filing cabinets, fax machine, and other office equipment and furniture required to run the DPS Office efficiently. Adequate seating area for the general public with accessibility of a water fountain for public use in the receptionist area.

8. An office (12'x12') for DPS Secretary, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

9. An office (12'x12') for MCB-CR Investigator, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

10. Adequate storage space for janitorial, office and other equipment supplies.

11. A Computer Room (14'x14') for two (2) computers and two (2) desks, and other office equipment and furniture required to run the DPS Office efficiently.

12. A Debriefing/Meeting Conference Room (20'x20') required to run the DPS Office efficiently.

13. Break Room for refrigerator, microwave, table and chairs.

14. Security Lighting must be provided on the outside and inside of the proposed building and approved by Hidalgo County (DPS) Department.

15. The building must have one (1) entrance and one (1) exist.

16. An existing building must be ready for occupancy with all specifications/requirements completed and in compliance with the (ADA), American with Disabilities Act within ninety (90) days from the date of the awarding of the bid or the award will become null.

17. The building must meet all ADA accessibility requirements for all entrances, restrooms, and shall be fully handicap accessible for all parking areas.

18. Bid premises must have designated public restrooms that are handicap accessible for both men and women. Separate restroom facility for employees, also must be handicap accessible for men and women.

19. The building should be well insulated with an ERA rating of minimum of eleven (11).

20. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: Insurance Requirements: **See Exhibit "C" attached**.

21. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.

22. Bid premises must have water, sewer, (natural gas if applicable) and electricity, central air and heating of the entire building, including garbage pick up.

23. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

24. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.

25. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that building is meeting up to standard requirements while contract is on going with the County.

26. Any and all repairs will be done on a timely manner as prioritized by Department of Public Safety (DPS) Office.

27. Building shall be safe from rodents and insects prior to occupancy by the Weslaco DPS and it will be the Lessor's responsibility for the expense for pest control throughout the term of this contract.

28. Bid premises shall be in good working conditions and be handicap accessible to provide services to the general public. The bid premises shall have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor and it is the lessor's responsibility to have air quality maintained so as to ensure that the building is mold free. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.

29. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner's Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, the agreement will be expired.

30. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

31. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Weslaco DPS. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;)

32. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

33. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
- Hidalgo County reserves the right to review the Indoor Quality Test results.

34. Public Buildings must be free of environmental hazards such as (i.e., mold, lead, asbestos, mold spores, fungi, yeast, etc.). Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.

35. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.

36. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;

37. Any and all repairs will be done on a timely manner as prioritized by Department Of Public Safety (DPS) Office.

38. Hidalgo County shall require and must have permission to install phone lines, audio, video and/or date cabling in the facility if necessary, and will be able to remove any/all installations done by the county at the end of the lease if the County wishes to do so.

TERMS & CONDITIONS

1. Term of contract shall be for a period of one (1) year with the County's option to renew for an additional (2) one year term under the same terms and conditions. During initial lease term, or renewal term contract will have a thirty (30) day termination/cancellation clause.

2. Any contract awarded to a successful bidder will be in effect until
   (a) the contract expires
   (b) delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

3. 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 unforeseen delay in award of new bid/ contract

4. 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.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

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:

10. 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.

11. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539**. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

12. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, January 06, date, 2010 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, January 08, 2010 by 5:00 P.M.**

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

LEASE
C-10-028-00-00

THIS LEASE is made and entered into by and between, _____ of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **_____,2010** and ending on **_____,2011 ,** with an option to extend for two (2) additional one (1) year terms. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

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Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

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Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

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Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

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Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property

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placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion,

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aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a

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default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are

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untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or

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reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to

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vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

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Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

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agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

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14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

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THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____day of_____, 2008.

LESSOR:

By:_____

Printed Name:

Title:

ATTEST:

LESSEE:

HIDALGO COUNTY, TEXAS

_____

Arturo Guajardo, Jr., County Clerk

By:_____

Rene Ramirez, County Judge

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

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Jerma Davis
217-6102

MEMORANDUM

To: Valde Guerra, Commissioners' Court Executive Officer
Hidalgo County Budget & Management Office
Attn: Monica Badillo, Commissioners' Court Administrator

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: September 28, 2009

Re: **Bid No. 2009-351-00-00-**MEG Approval of Specifications for Hidalgo County "Lease Office Space to House DPS- City of Weslaco"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by indicating **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE	DISAPPROVE
APPROVED WITH MODIFICATIONS ✓ MB 12/4/09	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) 027

BUDGET ACCOUNT #: 10-1100421-00-115-~~043~~-0-441

M Badillo — Monica Badillo MB — 12/4/09

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Friday October 9, 2009 at 5:00p.m.

Enclosures