

AI-26379

6.B.

**Request to re-locate Child Protection Court to DPS Bldg. on 25th St. in Edinburg**

**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Discussion regarding the relocation of the Child Protection Court from the Old Adm. Bldg. at 100 E. Cano (due to the on-going remodeling project) to the DPS Bldg. on 25th St. in Edinburg, and authorize minor remodeling of building.

**BACKGROUND**

Minor remodeling is to be performed by Facilities Management staff.

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**Fiscal Impact**

**FISCAL YEAR:** 2011                      **ACCT. #:** 1-1100-419-40-220-001-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Possible funding source(s) for minor remodeling:

Obj. 431 "Bldg & Other Struc R & M Svcs-Available balance as of 4-28-11 \$218,533.77  
Obj. 671 "Bldg & Other Struc. R & M Supplies-Available balance as of 4-28-11  
\$71,059.41

Approximate cost of remodeling is \$5,234.00 (materials for painting & carpeting)

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 04/21/2011 03:22 PM | APRV   |
| 2         | Ivan Cantu            | Ivan Cantu     | 04/28/2011 02:55 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 04/28/2011 04:36 PM | APRV   |
| 4         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:52 PM | APRV   |

Form Started By: Monica Badillo                      Started On: 04/21/2011 01:01 PM

Final Approval Date: 04/28/2011

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AI-26445

6.C.

**National Day of Prayer Proclamation**

**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Submitted For:** Tony Espinoza/Adrian Esparza  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Approval of Proclamation recognizing May 5, 2011 as National Day of Prayer

**BACKGROUND**

use of open forum grounds approved on Feb 22, 2011

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**Fiscal Impact**

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**Attachments**

Link: [proclamation](#)

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**Form Routing/Status**

Form Started By: Monica Badillo      Started On: 04/29/2011 10:20 AM  
Final Approval Date: 04/29/2011

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## PROCLAMATION

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

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

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

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

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

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

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

*NOW, THEREFORE BE IT PROCLAIMED*, that the Commissioners' Court of Hidalgo County hereby recognizes May 5, 2011 as National Day of Prayer.

Approved this 03<sup>rd</sup> day of May, 2011.

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RAMON GARCIA  
County Judge

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JOEL QUINTANILLA  
County Commissioner, Pct. 1

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HECTOR "TITO" PALACIOS  
County Commissioner, Pct. 2

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JOE M. FLORES  
County Commissioner, Pct. 3

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JOSEPH PALACIOS  
County Commissioner, Pct. 4

Attest:

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ARTURO GUAJARDO, JR.  
County Clerk

AI-26444

6.D.

**Authority to Renovate Mediplex and Impact on Lease Provisions  
CC REGULAR**

**Date:** 05/03/2011

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Submitted For:** Valde Guerra, Executive Officer

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department      **Sub-category:** County Judge's Office

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**Information**

**CAPTION**

Requesting approval to make an improvement to the Mediplex Building (i.e. opening a door to create a much needed office space for staff) with recognition and approval to return property to original state (when vacating building) pursuant to lease agreement provisions.

**BACKGROUND**

Approximate cost - \$ 1500.00

to be funded by Fac. Mgmt Acct. 1-1100-419-40-220-001-0

If engineer work is needed, it is to be provided by county staff Raul Sesin, Engineer

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1100-419-40-220-001-0-671

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 05/02/11 - \$70,646.21

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**Attachments**

Link: [E-mails](#)

Link: [Lease Agreement Provision on Renovations](#)

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**Form Routing/Status**

| Route Seq | Inbox                              | Approved By   | Date                | Status |
|-----------|------------------------------------|---------------|---------------------|--------|
| 1         | Purchasing Department (Originator) | Angela Garcia | 04/29/2011 11:09 AM | APRV   |
| 1         | Purchasing Department (Originator) | Angela Garcia | 04/29/2011 11:09 AM | APRV   |

Form Started By: Marty Salazar      Started On: 04/29/2011 10:14 AM

Final Approval Date: 04/29/2011

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**From:** [Richard Sunday](#)  
**To:** ["Rocio Villarreal"](#); ["Yolanda Chapa"](#)  
**Cc:** [valde.guerra@co.hidalgo.tx.us](#); ["Martha Salazar"](#); [esther.cortez@co.hidalgo.tx.us](#); ["ramon garcia"](#); ["Joseph Palacios"](#); ["Hector Palacios"](#); ["JOE FLORES"](#); ["Joel Quintanilla"](#)  
**Subject:** RE: Alterations Request for the Mediplex Bldg  
**Date:** Friday, April 15, 2011 12:49:29 PM

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Needs CC approval since it obligates to a future expense of returning the building to its original condition?

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**From:** cortes oscar [mailto:drocortes@yahoo.com]  
**Sent:** Thursday, April 14, 2011 9:15 PM  
**To:** 'Rocio Villarreal'; Yolanda Chapa  
**Cc:** 'Richard Sunday'; [valde.guerra@co.hidalgo.tx.us](#); 'Martha Salazar'; [esther.cortez@co.hidalgo.tx.us](#); 'ramon garcia'; 'Joseph Palacios'; 'Hector Palacios'; 'JOE FLORES'; 'Joel Quintanilla'  
**Subject:** RE: Alterations Request for the Mediplex Bldg

Thank you Ms Chapa for your prompt response. Mr. Sunday can submit the proposed modifications related to the opening, electricity and HVAC modifications, as well as the closure on the HR side. Please note that modifications done need to be reverted back to "Original Conditions" on expiration of Lease under current contract, which has about 6 months out to expiration and one more year of extension. Once the plan for modifications is submitted, I foresee no problems for its implementation.

Respectfully yours,

Oscar Cortes, MD, MBA.

--- On **Thu, 4/14/11, Yolanda Chapa** <[yolanda.chapa@co.hidalgo.tx.us](mailto:yolanda.chapa@co.hidalgo.tx.us)> wrote:

From: Yolanda Chapa <[yolanda.chapa@co.hidalgo.tx.us](mailto:yolanda.chapa@co.hidalgo.tx.us)>  
Subject: RE: Alterations Request for the Mediplex Bldg  
To: "'cortes oscar'" <[drocortes@yahoo.com](mailto:drocortes@yahoo.com)>, "'Rocio Villarreal'" <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)>  
Cc: "'Richard Sunday'" <[richard.sunday@co.hidalgo.tx.us](mailto:richard.sunday@co.hidalgo.tx.us)>, [valde.guerra@co.hidalgo.tx.us](#), "'Martha Salazar'" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>, [esther.cortez@co.hidalgo.tx.us](#), "'ramon garcia'" <[ramon.garcia@co.hidalgo.tx.us](mailto:ramon.garcia@co.hidalgo.tx.us)>, "'Joseph Palacios'" <[joseph.palacios@co.hidalgo.tx.us](mailto:joseph.palacios@co.hidalgo.tx.us)>, "'Hector Palacios'" <[hector.palacios@co.hidalgo.tx.us](mailto:hector.palacios@co.hidalgo.tx.us)>, "'JOE FLORES'" <[joe.flores@co.hidalgo.tx.us](mailto:joe.flores@co.hidalgo.tx.us)>, "'Joel Quintanilla'" <[joel.quintanilla@co.hidalgo.tx.us](mailto:joel.quintanilla@co.hidalgo.tx.us)>  
Date: Thursday, April 14, 2011, 2:49 PM

Thank you all very much. So can we have Mr. Sunday start?

**Yolanda D. Chapa**

**Chief Administrator for the  
Office of the Hidalgo County Judge**

1615 S. Closner, Ste. J

Edinburg, Tx 78539

(O)956.318.2600 ext.5023

(F)956.318.2699

yolanda.chapa@co.hidalgo.tx.us



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**From:** cortes oscar [mailto:drocortes@yahoo.com]

**Sent:** Wednesday, April 13, 2011 10:23 PM

**To:** Rocio Villarreal

**Cc:** yolanda.chapa@co.hidalgo.tx.us; 'Richard Sunday'; valde.guerra@co.hidalgo.tx.us; 'Martha Salazar'; esther.cortez@co.hidalgo.tx.us; ramon garcia; Joseph Palacios; Hector Palacios; JOE FLORES; Joel Quintanilla

**Subject:** Re: Alterations Request for the Mediplex Bldg

Greetings to all,

Please excuse the delay in responding to Rocio's e-mail, I wanted to make sure the kind of changes requested and for that purpose we visited Mediplex and met with employees from both sides: HR and Judge's office. Mr Sunday had already been informed of the technically difficult communication between two firewalls, the one of the main building being poured concrete and very solid, thus the final request was to create an opening between the south east office of HR through to the reception foyer of Judge's office. We believe this is an easy project as there is no solid wall in between. The only issue would be the HVAC and light switches that may need to be redirected.

At the same time, please let me inform you that we did two more inspections on the source of malodorous emanations felt in some mornings at Judge's office; we did in fact found in the false ceiling a lavatory ventilation connection that was supposed to be connected to the WC main ventilation and had been left interrupted during the remodeling of that suite. We sealed both ends and we will be going early in the mornings to check on the environmental conditions. Again we assure County our commitment for a safe and healthy environment at Mediplex.

I also toured Suite A with Martin and offered the idea of remodeling it to potentially serve Judge's office with capacity to have a meeting room, executive office with private lavatory and a better reception area, plus a private entrance under the covered parking area.

Allow me to remind leadership I still would like to get an idea of the future plans of County regarding the purchase option on the facility.

Thank you.

Respectfully yours,

Oscar Cortes, MD, MBA. President

Edinburg Real Estate Network, Inc.

--- On **Wed, 4/6/11, Rocio Villarreal** <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)> wrote:

From: Rocio Villarreal <[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)>

Subject: Alterations Request for the Mediplex Bldg

To: "cortes oscar" <[drocortes@yahoo.com](mailto:drocortes@yahoo.com)>

Cc: [yolanda.chapa@co.hidalgo.tx.us](mailto:yolanda.chapa@co.hidalgo.tx.us), "Richard Sunday" <[richard.sunday@co.hidalgo.tx.us](mailto:richard.sunday@co.hidalgo.tx.us)>, [valde.guerra@co.hidalgo.tx.us](mailto:valde.guerra@co.hidalgo.tx.us), "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>, [esther.cortez@co.hidalgo.tx.us](mailto:esther.cortez@co.hidalgo.tx.us)

Date: Wednesday, April 6, 2011, 4:09 PM

[Dr. Cortes](#),

The County would like to request to alter a wall and add a door to create an entrance to an office that currently serves at the Human Resource Office (Suite F) for the County Judge's Office. Please advise. Thank you.



**ROCIO VILLARREAL**

HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER

(956) 318-2626 Work

(956) 292-7000 ext. 4868 Work

[rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)

2812 S. Business Hwy 281

Edinburg, Texas 78539

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HIDALGO     §

## **LEASE**

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., 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" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

## **ARTICLE 1. TERM**

### **Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

### **Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of

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, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. 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 reimburse Lessor ninety percent (90%) of the utility charges (following presentment by Lessor of the utility's charges for each such month during the Term hereof) including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease.

## **ARTICLE 6. LESSOR'S RENOVATIONS**

6.1 Lessor prior to the date of Lessee occupying the Premises, agrees to purchase and/or install at Lessor's sole cost and expense Lessee's desired improvements to the Premises as directed by Lessee in writing.

### **Consent of Lessor**

6.2 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**

6.3 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 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 signs 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, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, 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 At all times during the Term of this Lease Agreement, Lessor shall keep

AI-26393

7.A.

**Tobacco Compliance Grant Application for Local Law Enforcement Agencies  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3  
**Submitted For:** Larry Gallardo  
**Department:** CONSTABLE PCT. #3  
**Agenda Category:** Constables

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**Information**

**CAPTION**

Constable Precinct No. 3:

1. Approval to apply and submit the "Tobacco Compliance Grant Application for Local Law Enforcement Agencies" application form to the Texas Comptroller of Public Accounts.
2. Approval of Resolution supporting the Tobacco Compliance Grant Application for Local Law Enforcement Agencies.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** N/A  
**FUNDS AVAILABLE Y/N?:** N/A **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
No funding identified to be required at this time.

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**Attachments**

Link: [permits](#)  
Link: [grant appl](#)  
Link: [compliance](#)  
Link: [email](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/26/2011 04:46 PM | APRV   |
| 2         | Rosalinda Cantu     | Rosie Cantu  | 04/28/2011 11:30 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 04/28/2011 04:54 PM | APRV   |
| 4         | Dina Trevino        |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Rachel Cavazos  
Started On: 04/26/2011 01:41 PM  
Final Approval Date: 04/29/2011

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**List of Zip Codes  
Within Jurisdiction  
Constable Precinct No. 3**

| <b>Permit<br/>City</b> | <b>Permit<br/>State</b> | <b>Permit<br/>Zip</b> | <b>Zip+4</b> | <b>County<br/>Name</b> |
|------------------------|-------------------------|-----------------------|--------------|------------------------|
| PALMHURST              | TX                      | 78574                 |              | Hidalgo                |
| ALTON                  | TX                      | 78572                 | 9197         | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 4935         | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| ALTON                  | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 1194         | Hidalgo                |
| MISSION                | TX                      | 78574                 |              | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 4842         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 6206         | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 3178         | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 6178         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 3182         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 5112         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 3231         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 4826         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 6250         | Hidalgo                |
| PENITAS                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 6543         | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 4736         | Hidalgo                |
| MCALLEN                | TX                      | 78501                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 |              | Hidalgo                |
| MCALLEN                | TX                      | 78501                 | 5152         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 4293         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 1264         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 1808         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8350         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8998         | Hidalgo                |
| PALMVIEW               | TX                      | 78574                 | 5250         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 6008         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8101         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8354         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8101         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8101         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 8205         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 6760         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 2909         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 2912         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 3180         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 3223         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 3301         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 3323         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 9104         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 6224         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 7278         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 7278         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 1959         | Hidalgo                |

**List of Zip Codes  
Within Jurisdiction  
Constable Precinct No. 3**

| Permit<br>City | Permit<br>State | Permit<br>Zip | Zip+4 | County<br>Name |
|----------------|-----------------|---------------|-------|----------------|
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         | 8934  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 8839  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 8854  | Hidalgo        |
| PALMVIEW       | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78572         | 7039  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6973  | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MISSION        | TX              | 78574         | 7131  | Hidalgo        |
| MISSION        | TX              | 78574         | 3199  | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MISSION        | TX              | 78574         |       | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78574         |       | Hidalgo        |
| MCALLEN        | TX              | 78502         |       | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78574         | 5739  | Hidalgo        |
| MISSION        | TX              | 78574         | 5481  | Hidalgo        |
| MISSION        | TX              | 78574         | 0798  | Hidalgo        |
| MISSION        | TX              | 78574         | 5525  | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4563  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4563  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4314  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4320  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4320  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4107  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4106  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4110  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4152  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 1919  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 1926  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 1931  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4318  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 1912  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4002  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 1906  | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6848  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7455  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6737  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6129  | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6539  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6053  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7669  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 2503  | Hidalgo        |
| ALTON          | TX              | 78572         |       | Hidalgo        |

**List of Zip Codes  
Within Jurisdiction  
Constable Precinct No. 3**

| Permit<br>City | Permit<br>State | Permit<br>Zip | Zip+4 | County<br>Name |
|----------------|-----------------|---------------|-------|----------------|
| MCALLEN        | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78574         | 2773  | Hidalgo        |
| MISSION        | TX              | 78574         | 1440  | Hidalgo        |
| MISSION        | TX              | 78574         | 4654  | Hidalgo        |
| PALMVIEW       | TX              | 78574         | 4279  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4757  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4763  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3142  | Hidalgo        |
| MISSION        | TX              | 78572         | 4432  | Hidalgo        |
| MISSION        | TX              | 78572         | 5457  | Hidalgo        |
| MISSION        | TX              | 78572         | 5460  | Hidalgo        |
| MISSION        | TX              | 78572         | 5460  | Hidalgo        |
| MISSION        | TX              | 78572         | 5460  | Hidalgo        |
| MISSION        | TX              | 78572         | 5461  | Hidalgo        |
| MISSION        | TX              | 78572         | 4006  | Hidalgo        |
| MISSION        | TX              | 78572         | 4007  | Hidalgo        |
| MISSION        | TX              | 78572         | 2968  | Hidalgo        |
| PALMHURST      | TX              | 78574         | 3938  | Hidalgo        |
| MISSION        | TX              | 78574         |       | Hidalgo        |
| MISSION        | TX              | 78572         | 2902  | Hidalgo        |
| MISSION        | TX              | 78572         | 2929  | Hidalgo        |
| MISSION        | TX              | 78574         | 0520  | Hidalgo        |
| MISSION        | TX              | 78574         | 4395  | Hidalgo        |
| MISSION        | TX              | 78574         | 1264  | Hidalgo        |
| MISSION        | TX              | 78574         | 7499  | Hidalgo        |
| MISSION        | TX              | 78572         | 5639  | Hidalgo        |
| MISSION        | TX              | 78572         | 4913  | Hidalgo        |
| MISSION        | TX              | 78572         | 1451  | Hidalgo        |
| PALMVIEW       | TX              | 78574         | 5804  | Hidalgo        |
| MISSION        | TX              | 78572         |       | Hidalgo        |
| MISSION        | TX              | 78574         | 0810  | Hidalgo        |
| MISSION        | TX              | 78574         | 0812  | Hidalgo        |
| MISSION        | TX              | 78574         | 5783  | Hidalgo        |
| MISSION        | TX              | 78574         | 5459  | Hidalgo        |
| MISSION        | TX              | 78574         | 4472  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 4324  | Hidalgo        |
| MISSION        | TX              | 78572         | 5747  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 9336  | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5776  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 9160  | Hidalgo        |
| PALMVIEW       | TX              | 78574         | 0820  | Hidalgo        |
| MISSION        | TX              | 78574         | 4046  | Hidalgo        |
| MISSION        | TX              | 78574         | 4499  | Hidalgo        |
| MISSION        | TX              | 78574         | 4404  | Hidalgo        |
| MISSION        | TX              | 78572         | 4788  | Hidalgo        |
| MISSION        | TX              | 78572         | 8210  | Hidalgo        |
| MISSION        | TX              | 78574         | 3241  | Hidalgo        |
| MISSION        | TX              | 78572         | 8587  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3310  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3370  | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3393  | Hidalgo        |
| MCALLEN        | TX              | 78501         |       | Hidalgo        |

**List of Zip Codes  
Within Jurisdiction  
Constable Precinct No. 3**

| Permit<br>City | Permit<br>State | Permit<br>Zip | Permit<br>Zip+4 | County<br>Name |
|----------------|-----------------|---------------|-----------------|----------------|
| MCALLEN        | TX              | 78501         | 7332            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3509            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3512            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 3511            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 6734            | Hidalgo        |
| MISSION        | TX              | 78574         | 0913            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5019            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5000            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5025            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5061            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5020            | Hidalgo        |
| MCALLEN        | TX              | 78501         |                 | Hidalgo        |
| MCALLEN        | TX              | 78501         |                 | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5134            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5133            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5134            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5136            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5136            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5135            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5109            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5110            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5212            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5214            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5135            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7009            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7077            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7029            | Hidalgo        |
| MCALLEN        | TX              | 78501         |                 | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7113            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 7220            | Hidalgo        |
| MCALLEN        | TX              | 78501         |                 | Hidalgo        |
| MCALLEN        | TX              | 78501         | 5169            | Hidalgo        |
| MISSION        | TX              | 78572         |                 | Hidalgo        |
| MISSION        | TX              | 78572         | 5361            | Hidalgo        |
| MISSION        | TX              | 78572         | 1525            | Hidalgo        |
| MISSION        | TX              | 78572         | 1523            | Hidalgo        |
| PALMVIEW       | TX              | 78572         |                 | Hidalgo        |
| MISSION        | TX              | 78572         | 6132            | Hidalgo        |
| PALMVIEW       | TX              | 78572         | 8722            | Hidalgo        |
| MISSION        | TX              | 78572         |                 | Hidalgo        |
| MISSION        | TX              | 78572         | 7426            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 8421            | Hidalgo        |
| ALTON          | TX              | 78574         |                 | Hidalgo        |
| MISSION        | TX              | 78572         | 6596            | Hidalgo        |
| MISSION        | TX              | 78574         |                 | Hidalgo        |
| MISSION        | TX              | 78572         |                 | Hidalgo        |
| MISSION        | TX              | 78572         |                 | Hidalgo        |
| MISSION        | TX              | 78572         | 5012            | Hidalgo        |
| MCALLEN        | TX              | 78501         | 8256            | Hidalgo        |
| MISSION        | TX              | 78572         | 3649            | Hidalgo        |
| MISSION        | TX              | 78572         | 3427            | Hidalgo        |
| MISSION        | TX              | 78572         | 7226            | Hidalgo        |
| MISSION        | TX              | 78572         | 7015            | Hidalgo        |

**List of Zip Codes  
Within Jurisdiction  
Constable Precinct No. 3**

| <b>Permit<br/>City</b> | <b>Permit<br/>State</b> | <b>Permit<br/>Zip</b> | <b>Zip+4</b> | <b>County<br/>Name</b> |
|------------------------|-------------------------|-----------------------|--------------|------------------------|
| MISSION                | TX                      | 78572                 | 8496         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 9400         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 9139         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 8493         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 9558         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 9631         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 9526         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 8491         | Hidalgo                |
| MISSION                | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78572                 | 2201         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 2584         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 7350         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 7393         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 7306         | Hidalgo                |
| MCALLEN                | TX                      | 78501                 |              | Hidalgo                |
| MCALLEN                | TX                      | 78501                 | 5123         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 7920         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 8198         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 6678         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 |              | Hidalgo                |
| ALTON                  | TX                      | 78572                 |              | Hidalgo                |
| ALTON                  | TX                      | 78572                 |              | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 1937         | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 | 1856         | Hidalgo                |
| MISSION                | TX                      | 78572                 | 2124         | Hidalgo                |
| MCALLEN                | TX                      | 78501                 | 2762         | Hidalgo                |
| MCALLEN                | TX                      | 78501                 | 7001         | Hidalgo                |
| MCALLEN                | TX                      | 78501                 |              | Hidalgo                |
| PALMVIEW               | TX                      | 78572                 |              | Hidalgo                |
| MISSION                | TX                      | 78574                 | 6507         | Hidalgo                |
| MISSION                | TX                      | 78574                 | 2193         | Hidalgo                |

## Tobacco Compliance Grant Application for Local Law Enforcement Agencies

Please indicate if you are: ☐ County Sheriff ☐ District Attorney  
☐ Municipal Chief of Police ☒ Constable



Fiscal Year 2012: Sept. 1, 2011, through Aug. 31, 2012

|                                                                    |                                       |                                                                                                                                                    |                                             |
|--------------------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Name of organization<br><b>Hidalgo County Constable Precinct 3</b> |                                       | Federal Employer Identification Number (FEIN)<br>_____                                                                                             |                                             |
| Applicant title<br><b>Constable</b>                                | Applicant first name<br><b>Lazaro</b> | Applicant middle initial<br>_____                                                                                                                  | Applicant last name<br><b>Gallardo, Jr.</b> |
| Mailing address<br><b>730 N. Breyfogle Rd, Ste B</b>               |                                       | City<br><b>Mission</b>                                                                                                                             | State<br><b>Texas</b>                       |
| County<br><b>Hidalgo</b>                                           | ZIP code<br><b>78574</b>              |                                                                                                                                                    |                                             |
| Phone (Area code and number)<br><b>(956) 581-6800</b>              |                                       | FAX number (Area code and number)<br><b>(956) 519-4245</b>                                                                                         |                                             |
| E-mail address<br><b>constablepct3@swbell.net</b>                  |                                       | Have you been a previous tobacco compliance grant recipient?<br>(Check one)<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                                             |

1. Department or Division responsible for managing your tobacco compliance program **Hidalgo County Constable Pct. 3**
- Grant Contact Information (if different from above) **Chief deputy constable Horaldo Sanchez**
- 730 N. Breyfogle Rd, Ste B Mission Texas 78574**
- 956-581-6800 956-519-4245 horaldo.sanchez@co.hidalgo.tx.us**
2. What is the approximate number of tobacco products retailers within your jurisdiction? **243**

Please answer Questions 3 - 5 on separate sheets of paper.

3. A list of ZIP codes included in your full jurisdictional boundaries - (Note: If a ZIP code is not wholly included within that boundary, please estimate the percentage that is in your jurisdiction.)
4. A list of agencies with whom your agency has an existing Interagency Agreement or Memorandum of Understanding/Agreement (formal or informal) that may restrict your agency's ability to provide full enforcement capabilities within jurisdictional boundaries - (Example: A Sheriff's Office or Constable's Office that does not enforce laws within the corporate city limits of a town or municipality in their county or precinct)
5. Explain your agency's plan to implement this grant and how it will support and enforce Health and Safety Code, Chapter 161, as it relates to educating local retailers and court personnel and reducing illegal tobacco sales to minors.
6. Have you obtained the appropriate approval from your governing body (city council or county commissioners' court) to accept this grant if awarded? ☐ YES ☒ NO  
 (If "NO," we encourage you to seek approval prior to Aug. 10, in the event your agency is awarded a grant.)

|                                                                                                                                                                                                 |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Certification Section: To the best of my knowledge and belief, information in this application and any attachments is true and correct. The document has been duly authorized by the applicant. |                         |
| Typed name and title<br><b>Constable Lazaro Gallardo, Jr.</b>                                                                                                                                   |                         |
| sign here<br><b>Lazaro Gallardo Jr.</b>                                                                                                                                                         | Date<br><b>04-29-11</b> |

For additional information or assistance, call (888) STEP-123.

## Rosalinda

---

**From:** Horaldo Sanchez [horaldo.sanchez@co.hidalgo.tx.us]  
**Sent:** Friday, April 29, 2011 3:43 PM  
**To:** ROSALINDA.CANTU@CO.HIDALGO.TX.US  
**Subject:** Pct 3 Constable Tobacco Grant Information  
**Attachments:** Permits Hidalgo Co Const Pct 3 2011-04-29.xls

Rosalinda, we have 243 tobacco retailers within our precinct boundaries which is where we intend to concentrate our support efforts...our precinct area encompasses the following zip codes: 78572, 78574, 78501, 78502

Question #5 Explain your agency's plan to implement this grant and how it will support and enforce Health and Safety Code, Chapter 161, as it relates to educating local retailers and court personnel and reducing illegal tobacco sales to minors...

Our support efforts are to include the following activities:

- Make contact with retail operators
- Inform them of the tobacco laws as required by Section 161.085

Our enforcement efforts are to include the following activities:

- Make use of unannounced inspections on licensed retailers as allowed by Section 161.088
- Issued citations for related violations
- Follow up with report of violations to The Texas Office of Comptroller as required by Section 161.090

If you need further clarification on this matter, please do not hesitate to contact me.

Horaldo Sanchez  
Chief Deputy  
Hidalgo County Constable Pct 3  
730 N Breyfogle Suite B  
Mission, Texas 78572  
(956) 581-6800 office  
(956) 519-4245 fax  
[horaldo.sanchez@co.hidalgo.tx.us](mailto:horaldo.sanchez@co.hidalgo.tx.us)

## Rosalinda

---

**From:** Shaula Scardami [sk19@txstate.edu]  
**Sent:** Thursday, April 28, 2011 3:06 PM  
**To:** Rosalinda  
**Cc:** horaldo.sanchez@co.hidalgo.tx.us; Dina Trevino; arcy.duran@auditor.co.hidalgo.tx.us; 'Raquel'; larry.gallardo@co.hidalgo.tx.us  
**Subject:** Re: 2012 Tobacco Compliance Grant Application

No problem at all Rosalinda,

Please feel free to contact me if you have any additional questions or concerns about the grant or its requirements.

Thanks,

Shaula

----- Original Message -----

**From:** [Rosalinda](#)  
**To:** [Scardami, Shaula M](#)  
**Cc:** [horaldo.sanchez@co.hidalgo.tx.us](mailto:horaldo.sanchez@co.hidalgo.tx.us) ; [Dina Trevino](#) ; [arcy.duran@auditor.co.hidalgo.tx.us](mailto:arcy.duran@auditor.co.hidalgo.tx.us) ; ['Raquel'](#) ; [larry.gallardo@co.hidalgo.tx.us](mailto:larry.gallardo@co.hidalgo.tx.us)  
**Sent:** Thursday, April 28, 2011 2:56 PM  
**Subject:** RE: 2012 Tobacco Compliance Grant Application

Ms. Scardami,

Thank you very much for your assistance.

Rosalinda Cantu

---

**From:** Shaula Scardami [mailto:sk19@txstate.edu]  
**Sent:** Thursday, April 28, 2011 2:40 PM  
**To:** [rosalinda.cantu@co.hidalgo.tx.us](mailto:rosalinda.cantu@co.hidalgo.tx.us)  
**Subject:** 2012 Tobacco Compliance Grant Application  
**Importance:** High

Rosalinda,

As per our conversation, I am emailing you to confirm that two issues that you requested information on:

- 1) Fiscal Impact of Grantee - There would be no fiscal responsibility on the part of the grantee, as no matching funds are required for this program.
- 2) Expenditures/Requirements - Funding is based on the number of retailers within the applicants jurisdiction. You are required to conduct judicial education to your court, retailer education, compliance inspections, and controlled buys. You will report educational and financial activities on a quarterly basis, and enforcement activities on a monthly basis. Grant funds can be used for salary and incidental needs to complete these required activities.

Please let me know if you have any additional questions or concerns.

Respectfully,



Shaula

Shaula M. Scardami  
Technical Assistance Coordinator  
Texas STEP  
Department of Criminal Justice  
Texas State University – San Marcos

Toll-free: 1-888-783-7123  
Fax: 512-245-8066  
Email: [sk19@txstate.edu](mailto:sk19@txstate.edu)  
Online: [www.Texas-STEP.org](http://www.Texas-STEP.org)

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AI-26448

8.A.

**Voter Assistance Policy  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Submitted For:** Judge Garcia/Yvonne Ramon  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** Elections Administration

---

**Information**

**CAPTION**

Notification and advisement regarding Hidalgo County Policy on Voter Assistance. As per the Secretary of State's Office, the policy will be implemented commencing with the May 14, 2011 General Election

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By                     | Date                | Status  |
|---------------------------------|-----------------------|---------------------------------|---------------------|---------|
|                                 |                       | Monica Badillo                  | 04/29/2011 12:24 PM | CREATED |
| 1                               | Budget & Management   |                                 |                     | NEW     |
| 2                               | Auditor's Office      |                                 |                     |         |
| 3                               | Purchasing Department |                                 |                     |         |
| Form Started By: Monica Badillo |                       | Started On: 04/29/2011 12:24 PM |                     |         |

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AI-26354

9.A.

**Resolution in support of Education  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Submitted For:** Yolanda Chapa  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** County Judge's Office

---

**Information**

**CAPTION**

Approval of Resolution in support of legislative efforts to address the state's method of adequately and equitably funding Texas schools

**BACKGROUND**

No fiscal impact to county.

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**Fiscal Impact**

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**Attachments**

Link: [Resolution](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino       | 04/21/2011 09:48 AM | APRV   |
| 2         | Roland Garcia         | Rolando Garcia     | 04/28/2011 05:06 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:35 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Monica Badillo  
Started On: 04/20/2011 01:49 PM  
Final Approval Date: 04/29/2011

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## RESOLUTION IN SUPPORT OF LEGISLATIVE EFFORTS TO ADDRESS THE STATE'S METHOD OF ADEQUATELY AND EQUITABLY FUNDING TEXAS SCHOOLS

WHEREAS we, the elected officials of the County of Hidalgo along with other local governments and community organizations have come together for the sake of education of our children and our communities seeking a common goal. We recognize each school district relies substantially on funding from the State of Texas in order to provide educational opportunities for children and that the current Texas public school finance system is negatively affecting an increasing number of public school districts; and

WHEREAS, we have been informed that the proposed budget cuts in education will have a negative economic impact in communities located in Hidalgo County, and we know that the future success of the children in our communities as well as the teaching profession is directly tied to the success of our local educational systems; and

WHEREAS, past diligent legislative efforts to address the state's method of adequately and equitably funding Texas schools has fallen short of broad measured success, and the 2011 legislative session bears the attributes of repeating the 2009 legislative session's lack of reliable funding improvements; and

WHEREAS, a responsible and concerned group of community leaders with a UNITED awareness respectfully empower and support our respected legislative representatives to act positively for the benefit of our children; and

WHEREAS, in light of our current Texas economic challenges and the complexity of financing public education, improvements in school funding should be established with an attitude where education is the highest priority, and that reductions in funding be limited to no more than 5% of a school districts budget in any one year to allow school districts to properly plan and retool themselves for the future.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Hidalgo hereby supports legislative efforts to address the state's method of adequately and equitably funding Texas schools, and respectfully shares one unified message to all involved - *Make Education a Priority.*

Approved this 3rd day of May, 2011.

---

RAMON GARCIA  
County Judge

---

JOEL QUINTANILLA  
County Commissioner, Pct. 1

---

HECTOR "TITO" PALACIOS  
County Commissioner, Pct. 2

---

JOE M. FLORES  
County Commissioner, Pct. 3

---

JOSEPH PALACIOS  
County Commissioner, Pct. 4

---

Attest: ARTURO GUAJARDO, JR.  
County Clerk

AI-26433

9.B.

**Appointment to the Hidalgo County Housing Authority Board  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

---

**Information**

**CAPTION**

Approval of appointment/re-appointment to the Hidalgo County Housing Authority Board.

**BACKGROUND**

Current appointee is Mr. Eloy Avila  
Term expires 5/4/11  
New term is from 5/4/11 - 5/4/13

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**Fiscal Impact**

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**Attachments**

Link: [backup](#)

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**Form Routing/Status**

| Route | Seq | Inbox               | Approved By    | Date                | Status |
|-------|-----|---------------------|----------------|---------------------|--------|
| 1     |     | Budget & Management | Erika Zamora   | 04/28/2011 08:26 AM | APRV   |
| 1     |     | Budget & Management | Erika Zamora   | 04/28/2011 08:26 AM | APRV   |
| 2     |     | Roland Garcia       | Rolando Garcia | 04/28/2011 11:49 AM | APRV   |
| 2     |     | Roland Garcia       | Rolando Garcia | 04/28/2011 11:49 AM | APRV   |
| 3     |     | Auditor's Office    | Linda Fong     | 04/28/2011 05:07 PM | APRV   |
| 3     |     | Auditor's Office    | Linda Fong     | 04/28/2011 05:07 PM | APRV   |
| 4     |     | Dina Trevino        |                | 04/29/2011 11:09 AM | NEW    |
| 4     |     | Dina Trevino        |                | 04/29/2011 11:09 AM | NEW    |

Form Started By: Erika Reyna

Started On: 04/27/2011 05:45  
PM

Final Approval Date: 04/29/2011

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§ 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY. (a) Each county housing authority shall be governed by five commissioners. The commissioners court shall appoint five persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the county. Appointments made under this section must comply with the requirements of Section 392.0331, if applicable.

(b) A commissioner of the authority may not be an officer or employee of the county.

(c) A certificate of the appointment of a commissioner shall be filed with the county clerk. The certificate is conclusive evidence of the proper appointment of the commissioner.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 1009, § 2, eff. Sept. 1, 1993.

§ 392.034. TERMS OF OFFICE OF COMMISSIONERS. (a) Two of the original commissioners of a county housing authority shall be designated to serve one-year terms from the date of their appointment, and three shall be designated to serve two-year terms. Subsequent commissioners are appointed for two-year terms.

(b)(1) The original commissioners of a municipal housing authority shall serve terms as follows:

(A) for an authority with five commissioners, two shall be designated to serve one-year terms and three shall be designated to serve two-year terms;

(B) for an authority with seven commissioners, three shall be designated to serve one-year terms and four shall be designated to serve two-year terms;

(C) for an authority with nine commissioners, four shall be designated to serve one-year terms and five shall be designated to serve two-year terms; and

(D) for an authority with 11 commissioners, five shall be designated to serve one-year terms and six shall be designated to serve two-year terms.

(2) Subsequent municipal housing commissioners are appointed for two-year terms.

(c) Commissioners of a regional housing authority are appointed for two-year terms.

(d) Vacancies shall be filled for the unexpired term.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 436, § 3, eff. Sept. 1, 1999.

Texas Local Government Code

§ 392.035. COMPENSATION. A commissioner of a housing authority may not receive compensation for service as a commissioner. A commissioner is entitled to receive reimbursement for the necessary expense, including traveling expenses, incurred in the discharge of duties as a commissioner.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.



**AI-26438**

**9.C.**

**County Engineer  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

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**Information**

**CAPTION**

Discussion regarding need to create a County Engineer position.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/28/2011 02:30 PM | APRV   |
| 2         | Roland Garcia         | Rolando Garcia     | 04/28/2011 05:06 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:08 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Erika Reyna

Started On: 04/28/2011 01:57 PM

Final Approval Date: 04/29/2011

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AI-26420

9.D.

**Presentation and discussion on Census and Redistricting  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Submitted For:** Karina Cardoza  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** County Judge's Office

---

**Information**

**CAPTION**

Presentation and discussion on Census and Redistricting

**BACKGROUND**

No backup for this item at this time;  
Will be presented to court members during meeting.

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/28/2011 08:17 AM | APRV   |
| 2         | Auditor's Office      | Linda Fong         | 04/28/2011 04:57 PM | APRV   |
| 3         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Monica Badillo  
Started On: 04/27/2011 04:12 PM  
Final Approval Date: 04/29/2011

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AI-26443

9.E.

**Bone Marrow Match Registration Drive  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Submitted For:** Karina Cardoza  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** County Judge's Office

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**Information**

**CAPTION**

Presentation and approval of request from South Texas Blood and Tissue Center for registration drive with Hidalgo County employees for "Be The Match" Program

**BACKGROUND**

No fiscal impact to county.

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/29/2011 09:54 AM | APRV   |
| 2         | Roland Garcia       |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Monica Badillo  
Started On: 04/29/2011 09:30 AM  
Final Approval Date: 04/29/2011

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AI-26434

11.A.

**Emergency Management Plan  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** Emergency Services Division

---

**Information**

**CAPTION**

Discussion, consideration, and approval of the following documents as required by the Texas Division of Emergency Management (TDEM).

1. Emergency Management Plan for Hidalgo County
2. Annex A - Warning
3. Annex B - Communications
4. Annex C - Shelter Mass Care
5. Annex O - Human Services

**BACKGROUND**

The Emergency Management Plan and Annexes A (Warning), B (Communications), C (Shelter Mass Care), and O (Human Services) must be submitted to TDEM prior to May 30, 2011. TDEM requires Emergency Management Plans and Annexes be updated every five years.

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**Fiscal Impact**

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**Attachments**

Link: [EM Plan](#)

Link: [Annex A](#)

Link: [Annex B](#)

Link: [Annex C](#)

Link: [Annex C Appendix 3](#)

Link: [Annex O](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/28/2011 11:15 AM | APRV   |
| 2         | Roland Garcia         | Rolando Garcia     | 04/28/2011 05:12 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:32 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Erika Reyna

Started On: 04/27/2011 05:49 PM

Final Approval Date: 04/29/2011

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# **EMERGENCY MANAGEMENT PLAN**

**FOR  
HIDALGO COUNTY**

# **APPROVAL & IMPLEMENTATION**

## **The Hidalgo County**

### **Emergency Management Plan**

This emergency management plan is hereby approved. This plan is effective immediately and supercedes all previous editions.

---

Emergency Management Coordinator

---

Date

---

County Judge / Emergency Management Director

---

Date

# RECORD OF CHANGES

## Basic Plan

| Change # | Date of Change | Change Entered By | Date Entered |
|----------|----------------|-------------------|--------------|
|          |                |                   |              |
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# BASIC PLAN

## I. AUTHORITY

### A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Plan (Replaced by National Response Framework 2008)
10. National Strategy for Homeland Security, July 2002
11. National Response Framework 2008
12. Nuclear/Radiological Incident Annex of the National Response Plan

### B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

### C. Local

1. Commissioners' Court Resolution Date August 1, 2000. (Research Resolution)
2. National Incident Management System adopted by Commissioners' Court resolution September 2005.

## II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to Hidalgo County. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe

in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

### III. EXPLANATION OF TERMS

#### A. Acronyms

|        |                                                             |
|--------|-------------------------------------------------------------|
| AAR    | After Action Report                                         |
| ARC    | American Red Cross                                          |
| CFR    | Code of Federal Regulations                                 |
| DDC    | Disaster District Committee                                 |
| DHS    | Department of Homeland Security                             |
| EOC    | Emergency Operations Center                                 |
| FBI    | Federal Bureau of Investigation                             |
| FEMA   | Federal Emergency Management Agency, an element of the U.S. |
| DHS    | Department of Homeland Security                             |
| GDEM   | Governor's Division of Emergency Management                 |
| Hazmat | Hazardous Material                                          |
| HSPD-5 | Homeland Security Presidential Directive 5                  |
| ICP    | Incident Command Post                                       |
| ICS    | Incident Command System                                     |
| IP     | Improvement Plan                                            |
| JFO    | Joint Field Office                                          |
| JIC    | Joint Information Center                                    |
| MACC   | Multi Area Coordination Center                              |
| COG    | Council of Governments                                      |
| NIMS   | National Incident Management System                         |
| NRP    | National Response Plan                                      |
| OSHA   | Occupational Safety & Health Administration                 |
| PIO    | Public Information Officer                                  |
| SOPs   | Standard Operating Procedures                               |
| SOC    | State Operations Center                                     |
| TRRN   | Texas Regional Response Network                             |
| TSA    | The Salvation Army                                          |

#### B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.

2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.
6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
  - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
    - 1) Involves a limited area and/or limited population.
    - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
    - 3) Warning and public instructions are provided in the immediate area, not community-wide.
    - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
    - 5) May require limited external assistance from other local response agencies or contractors.
    - 6) For the purposes of the NRP, incidents include the full range of occurrences that require an emergency response to protect life or property.
  - b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
    - 1) Involves a large area, significant population, or important facilities.
    - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
    - 3) May require community-wide warning and public instructions.
    - 4) Requires a sizable multi-agency response operating under an incident commander.
    - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
    - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

- 7) For the purposes of the NRP, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
  - 1) Involves a large area, a sizable population, and/or important facilities.
  - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
  - 3) Requires community-wide warning and public instructions.
  - 4) Requires a response by all local response agencies operating under one or more incident commanders.
  - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
  - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
  - 7) For the purposes of the NRP, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRP, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
7. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
9. Incident of National Significance. An actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of federal, state, local, tribal, nongovernmental, and/or private sector entities in order to save lives and

minimize damage, and provide the basis for long-term communication recovery and mitigation activities.

10. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
11. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
12. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).
13. Multi-Agency Coordination Center. A coordination and control element responsible for preparing for and responding to catastrophic events on a regional basis. The MACC is established by the County Judge(s) and Mayors from a multi-jurisdictional area who also appoint a Coordinator to manage MACC operations. Some State agencies and other organizations also have MACCs. In this document, the term MACC refers to the center established by the County Judges and Mayors, unless there is an agency/organization name associated.

#### IV. SITUATION AND ASSUMPTIONS

##### A. Situation

Our county is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

## HAZARD SUMMARY

|                                                                            | Likelihood of Occurrence* | Estimated Impact on Public Health & Safety |          |       | Estimated Impact on Property |          |       |
|----------------------------------------------------------------------------|---------------------------|--------------------------------------------|----------|-------|------------------------------|----------|-------|
| Hazard Type:                                                               | (See below)               | Limited                                    | Moderate | Major | Limited                      | Moderate | Major |
| <b>Natural</b>                                                             |                           |                                            |          |       |                              |          |       |
| Drought                                                                    | HIGHLY LIKELY             | MODERATE                                   |          |       | MAJOR                        |          |       |
| Earthquake                                                                 | UNLIKELY                  | MAJOR                                      |          |       | MAJOR                        |          |       |
| Flash Flooding                                                             | LIKELY                    | MAJOR                                      |          |       | MAJOR                        |          |       |
| Flooding (river or tidal)                                                  | LIKELY                    | MODERATE                                   |          |       | MAJOR                        |          |       |
| Flooding (localized)                                                       | HIGHLY LIKELY             | MAJOR                                      |          |       | MAJOR                        |          |       |
| Hurricane                                                                  | HIGHLY LIKELY             | MAJOR                                      |          |       | MAJOR                        |          |       |
| Subsidence                                                                 | UNLIKELY                  | MODERATE                                   |          |       | MAJOR                        |          |       |
| Tornado                                                                    | OCCASIONAL                | MODERATE                                   |          |       | MAJOR                        |          |       |
| Wildfire                                                                   | LIKELY                    | MODERATE                                   |          |       | MODERATE                     |          |       |
| Winter Storm                                                               | UNLIKELY                  | MODERATE                                   |          |       | MAJOR                        |          |       |
|                                                                            |                           |                                            |          |       |                              |          |       |
| <b>Technological</b>                                                       |                           |                                            |          |       |                              |          |       |
| Dam Failure                                                                | LIKELY                    | MODERATE                                   |          |       | MAJOR                        |          |       |
| Energy/Fuel Shortage                                                       | UNLIKELY                  | MODERATE                                   |          |       | MODERATE                     |          |       |
| Hazmat/Oil Spill (fixed site)                                              | UNLIKELY                  | LIMITED                                    |          |       | MODERATE                     |          |       |
| Hazmat/Oil Spill (transport)                                               | LIKELY                    | LIMITED                                    |          |       | MODERATE                     |          |       |
| Major Structural Fire                                                      | LIKELY                    | LIMITED                                    |          |       | MODERATE                     |          |       |
| Nuclear Facility Incident                                                  | UNLIKELY                  | LIMITED                                    |          |       | MODERATE                     |          |       |
| Water System Failure                                                       | LIKELY                    | MODERATE                                   |          |       | MODERATE                     |          |       |
| Sanitation System Failure                                                  | LIKELY                    | MAJOR                                      |          |       | MODERATE                     |          |       |
| <b>Security</b>                                                            |                           |                                            |          |       |                              |          |       |
| Agro-Terrorism                                                             | LIKELY                    | MAJOR                                      |          |       | MAJOR                        |          |       |
| Biological                                                                 | UNLIKELY                  | MAJOR                                      |          |       | MAJOR                        |          |       |
| Civil Disorder                                                             | LIKELY                    | MAJOR                                      |          |       | MAJOR                        |          |       |
| Enemy Military Attack                                                      | LIKELY                    | MAJOR                                      |          |       | MAJOR                        |          |       |
| Terrorism                                                                  | UNLIKELY                  | MAJOR                                      |          |       | MAJOR                        |          |       |
|                                                                            |                           |                                            |          |       |                              |          |       |
|                                                                            |                           |                                            |          |       |                              |          |       |
| * Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely |                           |                                            |          |       |                              |          |       |

### B. Assumptions

1. Our county will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our county. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.



4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, ICS training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

## V. CONCEPT OF OPERATIONS

### A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

### B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.

7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Plan (NRP), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRP coordinating structures, processes, and protocols.

## **C. Operational Guidance**

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
  - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

- b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

### 3. Source and Use of Resources.

- a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
  - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
  - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
  - 3) Request assistance from volunteer groups active in disasters.
  - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

## D. Incident Command System (ICS)

- 1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
- 2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
- 3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies

participating in this type of incident response will normally obtain support through their own department or agency.

4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.

## **E. ICS - EOC Interface**

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
  - a. Isolating the scene.
  - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
  - c. Warning the population in the area of the incident and providing emergency instructions to them.
  - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
  - e. Implementing traffic control arrangements in and around the incident scene.
  - f. Requesting additional resources from the EOC.
3. The EOC is generally responsible for:
  - a. Providing resource support for the incident command operations.
  - b. Issuing community-wide warning.
  - c. Issuing instructions and providing information to the general public.
  - d. Organizing and implementing large-scale evacuation.
  - e. Organizing and implementing shelter and mass arrangements for evacuees.
  - f. Coordinating traffic control with State agencies for large-scale evacuations.
  - g. Requesting assistance from the State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

## **F. State, Federal & Other Assistance**

1. State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the Multi-Agency Coordination Center (MACC). The County will identify resource needs to the MACC which in turn will try to locate the resource at another jurisdiction within the same COG. If the MACC cannot fill the requests, the County will submit the request to the DDC. The State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
- b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office in McAllen, Texas. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the County Judge and may be made by telephone, fax, email or teletype. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.
- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

## 2. Other Assistance

1. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
  - a. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRF* addresses the federal response to major incidents involving radioactive materials.
  - b. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See ESF #14,

Long Term Community Recovery, for additional information on the assistance that may be available during disaster recovery.

- c. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

## **G. Emergency Authorities**

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the County Judge, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
  - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
  - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge may by executive order or proclamation declare a local state of disaster. The County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted by the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:
    - 1) Suspending procedural laws and rules to facilitate a timely response.
    - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
    - 3) Restricting the movement of people and occupancy of premises.
    - 4) Prohibiting the sale or transportation of certain substances.
    - 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. Chapter 418, Sec. 418.108. of Government code provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.
- d. Evacuation Under Exigent Circumstances – An emergency evacuation may be ordered in any area under immediate threat from any source of danger, natural or manmade, for the safety and welfare of those residents/occupants that may be immediately affected. The evacuation order may come from the on-scene Incident Commander, regardless of discipline. The decision may be made by the individual

Incident Commander or upon recommendation of those persons operating under a unified command and may be carried out by any first responder.

## **H. Actions by Phases of Emergency Management**

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

- a. Mitigation

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

- b. Preparedness

We will conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate Standard Operating Procedures (SOP).
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

- c. Response

We will respond to emergency situations effectively and efficiently. The intent of this plan and its annexes is to plan for the response to emergencies. Response operations are intended to manage and resolve an emergency situation while maintaining life safety to minimize casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

- d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in ESF #14, Long Term Community Recovery Annex.

## **VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

### **A. Organization**

#### **1. General**

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.

#### **2. Executive Group**

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), and Emergency Management Coordinator(s).

#### **3. Emergency Services**

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

#### **4. Emergency Support Services**

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

#### **5. Volunteer and Other Services**



This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

## **B. Assignment of Responsibilities**

### **1. General**

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.

### **3. Executive Group Responsibilities**

#### **a. The County Judge will:**

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Monitor the emergency response during disaster situations and provide direction where appropriate.
- 3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Request assistance from other local governments or the State when necessary
- 6) Direct activation of the EOC.

#### **b. The Chief Administrator to the Judge will:**

- 1) Implement the policies and decisions of the governing body relating to emergency management.
- 2) Coordinate with EMC to assign emergency management program tasks to departments and agencies.
- 3) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.

- 4) Ensure that continuity of County government operations exists during an emergency management – related event or are resumed as soon as safely feasible.

c. The Emergency Management Coordinator will:

- 1) Organize the Emergency Management program and identify personnel, equipment and facility needs.
- 2) Serve as the staff advisor to our County Judge on emergency management matters.
- 3) Keep the County Judge and Commissioners Court apprised of our preparedness status and emergency management needs.
- 4) Coordinate local planning and preparedness activities and the maintenance of this plan.
- 5) Coordinate activation of the EOC and supervise its operation.
- 6) Coordinate the operational response of local emergency services.
- 7) Prepare and maintain a resource inventory.
- 8) Arrange appropriate training for local emergency management personnel and emergency responders.
- 9) Coordinate periodic emergency exercises to test our plan and training.
- 10) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
- 11) Activate the EOC when required.
- 12) Act as a liaison with the state emergency management staff and other local emergency management personnel.
- 13) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damages to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

- a. The Incident Commander will:

- 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
  - 2) Determine and implement required protective actions for response personnel and the public at an incident site.
- b. Warning.
- 1) Primary responsibility for this function is assigned to the County Sheriff, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Receive information on emergency situations.
    - b) Alert key local officials of emergency situations.
    - c) Disseminate warning information and instructions to the public through available warning systems.
    - d) Disseminate warning and instructions to special facilities such as schools and hospitals.
- c. Communications.
- 1) Primary responsibility for this function is assigned to the County Sheriff, who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.
    - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
    - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.
- d. Radiological Protection.
- 1) Primary responsibility for this function is assigned to the Fire Marshal, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Maintain inventory of radiological equipment.
    - b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
    - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
    - d) Make notification concerning radiological incidents to state and federal authorities.

e. Evacuation.

- 1) Primary responsibility for this function is assigned to the Sheriff, who will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Identify areas where evacuation has been or may be in the future to determine the population at risk. Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements that are in accordance with the Regional Plan prepared by the DDC.
  - b) Develop simplified planning procedures for ad hoc evacuations.
  - c) Determine emergency public information requirements.
  - d) Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).

f. Firefighting.

- 1) Primary responsibility for this function is assigned to the Fire Marshal, who will prepare and maintain Annex F (Firefighting) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Fire prevention activities.
  - b) Fire detection and control.
  - c) Hazardous material and oil spill response.
  - d) Terrorist incident response.
  - e) Evacuation support.
  - f) Post-incident reconnaissance and damage assessment.
  - g) Fire safety inspection of temporary shelters.
  - h) Prepare and maintain fire resource inventory.
  - i) Coordinate and supervise controlled and prescribed burns.

g. Law Enforcement.

- 1) Primary responsibility for this function is assigned to the Sheriff's Office, who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Maintenance of law and order.
  - b) Security of the County jail.
  - c) Traffic control.
  - d) Terrorist incident response.
  - e) Provision of security for vital facilities, evacuated areas, and shelters.
  - f) Access control for damaged or contaminated areas.
  - g) Warning support.

- h) Post-incident reconnaissance and damage assessment.
  - i) Prepare and maintain law enforcement resource inventory.
- 3) County Constable Offices may be engaged to perform any of the above tasks as may any other law enforcement officer commissioned by any County entity.

h. Health and Medical Services.

- 1) Primary responsibility for this function is assigned to the Hidalgo County Health & Human Services Chief Administrative Officer, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Coordinate health and medical care and EMS support during emergency situations.
  - b) Public health information and education.
  - c) Inspection of food and water supplies.
  - d) Develop emergency public health regulations and orders.
  - e) Coordinate collection, identification and interment of deceased victims.

i. Direction and Control.

- 1) Primary responsibility for this function is assigned to the EMC, who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Direct and control our local operating forces.
  - b) Maintain coordination with neighboring jurisdictions and the Disaster District Chairman in McAllen, Texas.
  - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
  - d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.
  - e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
  - f) Coordinates the evacuation of areas at risk.

j. Hazardous Materials & Oil Spill.

- 1) The primary responsibility for this function is assigned to the County Fire Marshal, who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOPs.

- 2) Emergency tasks to be performed include:

- a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
- b) Establish the hazmat incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.)
- c) Determine and implement requirements for personal protective equipment for emergency responders.
- d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
- e) Determine areas at risk at which public protective actions, if any, should be implemented.
- f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
- g) Determines when affected areas may be safely re-entered.

k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the County Fire Marshal, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.

- 2) Emergency tasks to be performed include:

- a) Coordinate and conduct search and rescue activities.
- b) Identify requirements for specialized resources to support rescue operations.
- c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the Sheriff's Office, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.

- 2) Emergency tasks to be performed include:

- a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
- c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
- d) Ensure required notification of terrorist incidents is made to state and federal authorities.

## 6. Support Services Responsibilities

### a. Shelter and Mass Care.

- 1) Primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Perform emergency shelter and mass care planning.
  - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

### b. Public Information.

- 1) Primary responsibility for this function is assigned to the County Judge's Office, who will prepare and maintain Annex I (Public Information) to this plan and supporting SOPs. The County Judge may assign the following tasks to the designated Public Information Officer (PIO).
- 2) Emergency tasks to be performed include:
  - a) Establish a Joint Information Center (JIC) with the MACC.
  - b) Conduct on-going hazard awareness and public education programs.
  - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
  - d) Provide information to the media and the public during emergency situations.
  - e) Arrange for media briefings.
  - f) Compiles print and photo documentation of emergency situations.

### c. Recovery

- 1) Primary responsibility for this function is assigned to the County Tax Assessor, who will prepare and maintain ESF #14 (Recovery) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
  - b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
  - c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.

- d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering.

- 1) Primary responsibility for this function is assigned to the Precincts and the Buildings and Grounds Director, who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Protect government facilities and vital equipment where possible.
  - b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
  - c) Direct temporary repair of vital facilities.
  - d) Restore damaged roads and bridges.
  - e) Restore waste treatment and disposal systems.
  - f) Arrange for debris removal.
  - g) General damage assessment support.
  - h) Building inspection support.
  - i) Provide specialized equipment to support emergency operations.
  - j) Support traffic control and search and rescue operations.

e. Utilities.

- 1) Primary responsibility for this function is assigned to the County Judge's Office, who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Prioritize restoration of utility service to vital facilities and other facilities.
  - b) Arrange for the provision of emergency power sources where required.
  - c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
  - d) Assess damage to, repair, and restore public utilities.
  - e) Monitor recovery activities of privately owned utilities.

f. Resource Management.

- 1) Primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Maintain an inventory of emergency resources.
  - b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.



- c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- d) Establish emergency purchasing procedures and coordinate emergency procurements.
- e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- g) Establish staging areas for resources, if required.
- h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
- i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

- 1) Primary responsibility for this function is assigned to the Emergency Management Coordinator. Prepare and maintain Annex O (Human Services) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
  - a) Identify emergency feeding sites.
  - b) Identify sources of clothing for disaster victims.
  - c) Secure emergency food supplies.
  - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
  - e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
  - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

- 1) The primary responsibility for this function is assigned to the County Judge's Office, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
  - a) Maintain the local Hazard Analysis.
  - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
  - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.

- d) Coordinate and carry out post-disaster hazard mitigation program.
- i. Transportation.
  - 1) The primary responsibility for this function is assigned to the Precincts/Road & Bridges, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Identifies local public and private transportation resources and coordinates their use in emergencies.
    - b) Coordinates deployment of transportation equipment to support emergency operations.
    - c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
    - d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.
- j. Donations Management.
  - 1) The primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Compile resource requirements identified by the Resource Management staff.
    - b) Solicit donations to meet known needs.
    - c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
    - d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.
- k. Legal.
  - 1) The primary responsibility for this function is assigned to the County Attorney, who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
  - 2) Emergency tasks to be performed include:
    - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
    - b) Review and advise our officials on possible legal issues arising from disaster operations.
    - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
    - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

- I. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the Hidalgo County Judge.

## 7. Volunteer & Other Services

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:

- 1) SOUTH TEXAS Chapter, American Red Cross.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

- 2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

- 3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

- 4) RACES.

The Radio Amateur Civil Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

- b. Business Support.

The following businesses have agreed to provide support for emergency operations as indicated:

- 1) H.E.B. Hidalgo County
- 2) Wal Mart Hidalgo County

## **VII. DIRECTION AND CONTROL**

### **A. General**

1. The County Judge is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, he may carry out those responsibilities from the EOC.
2. The EMC will provide overall direction of the response activities of all departments. During major emergencies and disaster, he/she will normally carry out those responsibilities from the EOC.
3. The EMC will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the Incident Commander. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but inter-agency procedures, such as a common communications protocol, may be adopted to facilitate a coordinated effort.
6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or Federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Appendix 3. External agencies are expected to conform to the general guidance and direction provided by senior decision-makers.

### **B. Emergency Facilities**

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the Incident Commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC, which is located at the Hidalgo County Health & Human Services Building, 1304 S. 25<sup>th</sup> Street, Edinburg, TX.
3. The following individuals are authorized to activate the EOC:
  - a. The County Judge.
  - b. The Chief Administrator for the County Judge.
  - c. The Emergency Management Coordinator.

4. The general responsibilities of the EOC are to:
  - a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
  - b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
  - c. Provide resource support for emergency operations.
  - d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
  - e. Organize and activate large-scale evacuation and mass care operations.
  - f. Provide emergency information to the public.
5. REPRESENTATIVES OF THOSE DEPARTMENTS AND AGENCIES ASSIGNED EMERGENCY FUNCTIONS IN THIS PLAN WILL STAFF THE EOC. EOC OPERATIONS ARE ADDRESSED IN ANNEX N (DIRECTION AND CONTROL). THE INTERFACE BETWEEN THE EOC AND THE INCIDENT COMMAND POST IS DESCRIBED IN PARAGRAPH V.E ABOVE.
6. OUR ALTERNATE EOC IS LOCATED AT THE HIDALGO COUNTY JUDGE'S OFFICE, 100 EAST CANO, EDINBURG, TX. THIS FACILITY WILL BE USED IF OUR PRIMARY EOC BECOMES UNUSABLE.

### **C. Line of Succession**

1. The line of succession for the County Judge is:
  - a. Chief Administrator
  - b. Assistant Chief Administrator
  - c. Executive Assistant
2. The line of succession for the Chief Administrator to the County Judge is:
  - a. Assistant Chief Administrator
  - b. Executive Assistant
  - c. Administrative Assistant
3. The line of succession for the Emergency Management Coordinator is:
  - a. Emergency Management Coordinator - Deputy
  - b. EOC Supervisor
  - b. EOC Liaison
  - c. Chief Administrator

4. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

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| <b>VIII. READINESS LEVELS</b> |
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- A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. We use a four-tier system. Readiness Levels will be determined by the County Judge or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOPs.
- B. The following Readiness Levels will be used as a means of increasing our alert posture.
  1. Level 4: Normal Conditions
    - a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
    - b. The normal operations of government are not affected.
  2. Level 3: Increased Readiness
    - a. Increased Readiness refers to a situation that presents a greater potential threat than "Level 4", but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:
      - 1) Tropical Weather Threat. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.
      - 2) Tornado Watch indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
      - 3) Flash Flood Watch indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
      - 4) Wildfire Threat. During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.

- 5) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
  - b. Declaration of “Level 3” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.
3. Level 2: High Readiness
- a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
    - 1) Tropical Weather Threat. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.
    - 2) Tornado Warning. Issued when a tornado has actually been sighted in the vicinity or indicated by radio, and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
    - 3) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.
    - 4) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
    - 5) Wildfire Warning. During periods of imminent, extreme wildfire threat, readiness actions may include deploying of additional resources to areas most at risk, arranging for stand-by commercial water-tanker support, conducting daily aerial reconnaissance or initiating burn bans.
  - b. Declaration of a “Level 2” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.
4. Level 1: Maximum Readiness
- a. Maximum Readiness refers to situations that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level 2” event. Actions could also be generated by severe weather warning

information issued by the National Weather Service combined with factors making the event more imminent.

- 1) Tropical Weather Threat. The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.
  - 2) Tornado Warning. Tornado has been sighted especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
  - 3) Flash Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.
  - 4) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.
  - 5) Wildfire. During periods of imminent wildfire threat, readiness actions may include evacuations, deploying additional resources to areas most at risk, arranging for commercial water tanker support and conducting aerial reconnaissance and continuous situation monitoring is required.
- b. Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each annex to this plan.

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| <b>IX. ADMINISTRATION AND SUPPORT</b> |
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**A. Agreements and Contracts**

1. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are a part of the Texas Regional Response Network (TRRN).



3. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

## **B. Reports**

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.
3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

## **C. Records**

1. Record Keeping for Emergency Operations

The county is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
  - 1) Activation or deactivation of emergency facilities.
  - 2) Emergency notifications to other local governments and to state and federal agencies.
  - 3) Significant changes in the emergency situation.
  - 4) Major commitments of resources or requests for additional resources from external sources.
  - 5) Issuance of protective action recommendations to the public.
  - 6) Evacuations.
  - 7) Casualties.
  - 8) Containment or termination of the incident.
- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day

incidents to obtain a estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.

- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed records of costs for emergency operations to include:

- 1) Personnel costs, especially overtime costs
- 2) Equipment operations costs
- 3) Costs for leased or rented equipment
- 4) Costs for contract services to support emergency operations
- 5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

## 2. Preservation of Records

- a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for preparation of annexes to this plan will include protection of vital records in its SOPs.
- b. If records are damaged during an emergency situation, we will seek professional assistance to preserve and restore them.

## D. Training

It will be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

## E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the District Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

## F. Post-Incident and Exercise Review

The EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

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| <b>X. PLAN DEVELOPMENT AND MAINTENANCE</b> |
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**A. Plan Development**

The County Judge is responsible for approving and promulgating this plan.

**B. Distribution of Planning Documents**

1. The County Judge shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.
2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

**C. Review**

The Basic Plan and its annexes shall be reviewed annually by local officials. The County Judge will establish a schedule for annual review of planning documents by those tasked in them.

**D. Update**

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the EMC. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Division of Emergency Management (DEM) *Local Emergency Management Planning Guide* (DEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.
4. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The County Judge is responsible for submitting copies of planning documents to our DEM Regional Liaison Officer for review.

**ATTACHMENTS:**

1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix
5. Annex Assignments
6. Summary of Agreements & Contracts
7. National Incident Management System

|                                                                        |
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| <p align="center"><b>ATTACHMENT 1</b><br/><b>DISTRIBUTION LIST</b></p> |
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| <u><b>Jurisdiction/Agency Plan</b></u>       | <u><b>Basic Plan</b></u> | <u><b>Annexes</b></u> |
|----------------------------------------------|--------------------------|-----------------------|
| EOC Reference Library                        | 2                        | All                   |
| County Judge/Mayor                           | 1                        | All                   |
| Each County Commissioner                     | 1                        | All                   |
| EMC                                          | 1                        | All                   |
| Asst. to the Judge                           | 1                        | All                   |
| County Sheriff                               | 2                        | All                   |
| Each Constable                               | 1                        | All                   |
| Fire Marshal                                 | 2                        | All                   |
| County Health Officer                        | 1                        | C, D, H, O, Q         |
| Tax Assessor                                 | 1                        | J, M                  |
| County Attorney                              | 1                        | All                   |
| Justices of the Peace                        | 1                        | G, H, N               |
| County Animal Control                        | 1                        | E, H                  |
| American Red Cross                           | 1                        | C, E, J, O, T         |
| The Salvation Army                           | 1                        | C, E, J, O, T         |
| Precincts and Buildings and Grounds Director | 1                        | K                     |
| Precincts and Roads and Bridges              | 1                        | S                     |

|                                    |
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| <b>ATTACHMENT 2<br/>REFERENCES</b> |
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1. Texas Department of Public Safety, Governor's Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10
2. Texas Department of Public Safety, Governor's Division of Emergency Management, *Disaster Recovery Manual*
3. Texas Department of Public Safety, Governor's Division of Emergency Management, *Mitigation Handbook*
4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*
5. FEMA, *State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning*
6. U. S. Department of Homeland Security, *National Response Plan*
7. 79<sup>th</sup> Texas Legislature, *House Bill 3111*

**ATTACHMENT 3**  
ORGANIZATION FOR EMERGENCY MANAGEME

**See the sample organization charts  
in the Planning Notes for  
the Basic Plan**

**ATTACHMENT 4**  
**EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES**

|                             | Warning | Communications | Shelter & Mass Care | Radiological Protection | Evacuation | Firefighting | Law Enforcement | Health & Medical | Public Information | Recovery | Public Works & Engineering | Utilities | Resource Management | Direction & Control | Human Services | Hazard Mitigation | Hazmat & Oil Spill Response | Search & Rescue | Transportation | Donations Management | Legal | Terrorist Incident Response |
|-----------------------------|---------|----------------|---------------------|-------------------------|------------|--------------|-----------------|------------------|--------------------|----------|----------------------------|-----------|---------------------|---------------------|----------------|-------------------|-----------------------------|-----------------|----------------|----------------------|-------|-----------------------------|
| County Judge                | S       | S              | S                   | S                       | S          | S            | S               | S                | S                  | S        | S                          | S         | S                   | P                   | S              | S                 | S                           | S               | S              | S                    | S     | S                           |
| Asst. to Judge              |         |                |                     |                         |            |              |                 |                  | P                  | S        |                            | P         | S                   |                     |                | P                 |                             |                 |                | S                    |       |                             |
| EMC                         | S       | C              | C                   | C                       | S          | C            | C               | C                | C                  | C        | C                          | C         | P                   | P                   | P              | S                 | C                           | C               | C              | P                    | C     | C                           |
| Law Enforcement             | P       | P              | S                   | S                       | P          | S            | P               |                  |                    |          |                            |           | S                   | S                   | S              |                   | S                           | S               |                | S                    |       | P                           |
| Fire Service                | S       | S              | S                   | P                       | S          | P            |                 |                  |                    |          |                            |           | S                   | S                   |                | S                 | P                           | S               |                | S                    |       | S                           |
| Public Works                |         | S              | S                   | S                       | S          |              | S               |                  |                    | S        | P                          | S         | S                   | S                   |                | S                 | S                           | S               |                |                      |       | S                           |
| Utilities                   |         | S              |                     |                         |            |              |                 |                  |                    | S        |                            | S         | S                   | S                   |                | S                 | S                           |                 |                | S                    |       | S                           |
| Health & Medical Services   |         |                | S                   | S                       | S          |              |                 | P                |                    |          |                            |           | S                   | S                   | S              |                   | S                           | S               | S              | S                    |       | S                           |
| Human Services              |         |                | S                   |                         | S          |              |                 |                  |                    |          |                            |           | S                   |                     | S              | S                 |                             |                 |                | S                    |       | S                           |
| Community Services          |         |                | P                   | S                       | S          |              |                 |                  |                    |          |                            |           | S                   | S                   | S              |                   |                             |                 |                | S                    |       | S                           |
| Human Resources             |         |                |                     |                         |            |              |                 |                  |                    |          |                            |           | S                   |                     |                |                   |                             |                 |                | S                    |       |                             |
| Tax Assessor                |         |                |                     |                         |            |              |                 |                  |                    | P        |                            |           | S                   |                     |                | S                 |                             |                 |                | S                    |       |                             |
| Transportation/ISD          |         |                | S                   |                         | S          |              |                 |                  |                    |          |                            |           | S                   |                     | S              |                   | S                           |                 | S              |                      |       | S                           |
| County Attorney's Office    |         |                |                     |                         | S          |              |                 |                  |                    |          |                            |           | S                   |                     |                | S                 |                             |                 |                | S                    | P     | S                           |
| Search & Rescue             |         |                |                     |                         | S          |              |                 |                  |                    |          |                            |           |                     | S                   |                |                   |                             | P               |                |                      |       | S                           |
| Precincts/Roads and Bridges |         |                |                     |                         |            |              |                 |                  |                    |          |                            |           |                     |                     |                |                   |                             |                 | P              |                      |       |                             |
|                             |         |                |                     |                         |            |              |                 |                  |                    |          |                            |           |                     |                     |                |                   |                             |                 |                |                      |       |                             |
|                             |         |                |                     |                         |            |              |                 |                  |                    |          |                            |           |                     |                     |                |                   |                             |                 |                |                      |       |                             |
|                             |         |                |                     |                         |            |              |                 |                  |                    |          |                            |           |                     |                     |                |                   |                             |                 |                |                      |       |                             |
|                             |         |                |                     |                         |            |              |                 |                  |                    |          |                            |           |                     |                     |                |                   |                             |                 |                |                      |       |                             |

P – INDICATES PRIMARY RESPONSIBILITY  
S – INDICATES SUPPORT RESPONSIBILITY  
C – INDICATES COORDINATION RESPONSIBILITY



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| <p align="center"><b>ATTACHMENT 5</b><br/><b>ANNEX ASSIGNMENTS</b></p> |
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| <b>ANNEX</b>                                      | <b>ASSIGNED TO:</b>                          |
|---------------------------------------------------|----------------------------------------------|
| Annex A: Warning                                  | Hidalgo County Sheriff                       |
| Annex B: Communications                           | Hidalgo County Sheriff                       |
| Annex C: Shelter & Mass Care                      | Emergency Management Coordinator             |
| Annex D: Radiological Protection                  | Hidalgo County Fire Marshal                  |
| Annex E: Evacuation                               | Hidalgo County Sheriff                       |
| Annex F: Firefighting                             | Hidalgo County Fire Marshal                  |
| Annex G: Law Enforcement                          | Hidalgo County Sheriff                       |
| Annex H: Health and Medical Services              | Hidalgo County Director of Health            |
| Annex I: Public Information                       | Hidalgo County Judge's Office                |
| Annex J: Recovery                                 | Hidalgo County Tax Assessor                  |
| Annex K: Public Works & Engineering               | Precincts and Buildings and Grounds Director |
| Annex L: Utilities                                | Hidalgo County Judge's Office                |
| Annex M: Resource Management                      | Emergency Management Coordinator             |
| Annex N: Direction & Control                      | Emergency Management Coordinator             |
| Annex O: Human Services                           | Emergency Management Coordinator             |
| Annex P: Hazard Mitigation                        | Hidalgo County Judge's Office                |
| Annex Q: Hazardous Materials & Oil Spill Response | Hidalgo County Fire Marshal                  |
| Annex R: Search & Rescue                          | Hidalgo County Fire Marshal                  |
| Annex S: Transportation                           | Precincts/Roads and Bridges                  |
| Annex T: Donations Management                     | Emergency Management Coordinator             |
| Annex U: Legal                                    | Hidalgo County Attorney                      |
| Annex V: Terrorist Incident Response              | Hidalgo County Sheriff's Office              |

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| <p style="text-align: center;"><b>ATTACHMENT 6</b><br/><b>SUMMARY OF AGREEMENTS &amp; CONTRACTS</b></p> |
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**Agreements**

*Description:* Mutual Aid Agreement between the counties of Hidalgo, Willacy, Cameron and Starr.

*Summary of Provisions:* Emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a disaster.

*Officials Authorized to Implement:* County Judges

*Costs:* A responding party is authorized to request reimbursement from the requesting party for reasonable costs incurred pursuant to this agreement in furnishing disaster assistance.

*Copies Held By:*

**Contracts-Not applicable to Hidalgo County-** The county does not have contracts with vendors for emergency supplies. If there is an emergency, the county may then purchase goods from the local vendors who provide these items.

|                                                                                                                      |
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| <p style="text-align: center;"><b>ATTACHMENT 7</b><br/><b>NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY</b></p> |
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## **A. BACKGROUND**

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

## **B. COMPONENTS**

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
  - a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

### **1) FEATURES OF ICS**

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

- a) Common Terminology. ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
- b) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.
- c) Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
- d) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

- e) Use of Position Titles. All ICS positions have distinct titles.
- f) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
- g) Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
- h) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

## 2) UNIFIED COMMAND

- a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
- b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

## 3) AREA COMMAND

- a) An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

- b) The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.
  - b. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.
  - c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS *National Incident Management System Plan*, dated March 2004.
2. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.
  3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
  4. Communications and Information Management. Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
  5. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
  6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

# **ANNEX A**

# **WARNING**

**Hidalgo County**

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**Jurisdiction**

# APPROVAL & IMPLEMENTATION

## Annex A

### WARNING

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Signature

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Date

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Signature

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Date

**NOTE:** The signature(s) will be based upon local administrative practices. Typically, the first signature block is used by the individual having primary responsibility for this emergency function and the second signature block is used by the Emergency Management Director or the Emergency Management Coordinator. Alternatively, each department head assigned tasks within the annex may sign the annex.

**RECORD OF CHANGES**

**Annex A**

**WARNING**

| Change # | Date of Change | Entered By | Date Entered |
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## ANNEX A

### WARNING

#### I. AUTHORITY

- A. Refer to Section I of the Basic Plan for general authorities.
- B. Texas State Emergency Communications Committee, *Texas Emergency Alert System Plan*.
- C. Homeland Security Advisory Committee and the Lower Rio Grande Valley Communications Committee as a subcommittee.

#### II. PURPOSE

The purpose of this annex is to outline the organization, operational concepts, responsibilities, and procedures to disseminate timely and accurate warnings to the public and government officials in the event of an impending emergency situation.

#### III. EXPLANATION OF TERMS

##### A. Acronyms

|         |                                                               |
|---------|---------------------------------------------------------------|
| BSOC    | Border Security Operations Center                             |
| CIS     | Criminal Intelligence Service                                 |
| EAS     | Emergency Alert System                                        |
| EMC     | Emergency Management Coordinator                              |
| FAOC    | FEMA Alternate Operations Center                              |
| FEMA    | Federal Emergency Management Agency                           |
| FNARS   | FEMA National Radio System                                    |
| FOC     | FEMA Operations Center                                        |
| GDEM    | Governor's Division of Emergency Management                   |
| HSIN-CI | Homeland Security Information Network-Critical Infrastructure |
| HSOC    | Homeland Security Operations Center                           |
| IC      | Incident Commander                                            |
| ICS     | Incident Command System                                       |
| JIC     | Joint Information Center                                      |
| JIS     | Joint Information System                                      |
| LWP     | Local Warning Point                                           |
| NAWAS   | National Warning System                                       |
| NIMS    | National Incident Management System                           |
| NOAA    | National Oceanic & Atmospheric Administration                 |
| NRP     | National Response Plan                                        |
| NWS     | National Weather Service                                      |
| PIO     | Public Information Office or Officer                          |
| SOC     | State Operations Center                                       |
| SOP     | Standard Operating Procedures                                 |

## B. Definitions

1. Area Warning Center. Area Warning Centers disseminate national and state warning messages to a multi-county area of responsibility. The State's 36 Area Warning Centers are operated on a round-the-clock basis by the Department of Public Safety. Each center is equipped with a variety of primary and alternate telecommunications systems.
2. Texas Fusion Center (TFC). The TFC is composed of three entities co-located in the DPS Headquarters building. These entities include the State Operations Center (SOC), the Border Security Operations Center (BSOC), and the Intelligence Center. The SOC and BSOC monitor and coordinate, as necessary, state emergency and border activities. The Intelligence Center, under the Criminal Intelligence Service (CIS) of the Department of Public Safety (DPS), functions on a 24-hour basis to receive and respond to reports from the public and local, state, and federal law enforcement agencies. CIS commissioned officers and analysts from the CIS and federal agencies staff the Intelligence Center. When warranted, the Intelligence Center disseminates actionable intelligence and investigative leads to CIS District Command staff and/or Regional Joint Terrorism Task Forces and/or local law enforcement. The Intelligence Center also remains in communication with the DHS through several communications networks. The Director, Texas Office of Homeland Security, is apprised of any activity or threats potentially impacting the State of Texas.
3. TLETS. TLETS is a statewide telecommunications network connecting state and local law enforcement agencies and warning facilities. TLETS is the state warning network's primary "hard copy" communications system.

## IV. SITUATION & ASSUMPTIONS

### A. Situation

1. See the general situation statement and hazard summary in Section IV.A of the Basic Plan.
2. This jurisdiction can expect to experience emergency situations that could threaten public health and safety and both private and public property and necessitate the implementation of protective actions for the public at risk.
3. Emergency situations can occur at any time; therefore, equipment and procedures to warn the public of impending emergency situations must be in place and ready to use at any time.
4. Power outages may disrupt radio and television systems that carry warning messages and provide public instructions.

### B. Assumptions

1. Timely warnings to the public of impending emergencies or those which have occurred may save lives, decrease injuries, and reduce some types of property damage.

2. Electronic news media are the primary sources of emergency information for the general public.
3. Some people directly threatened by a hazard may ignore, not hear, or not understand warnings issued by the government.
4. Provision must be made to provide warnings to special needs groups such as the hearing and sight-impaired, and institutions (i.e. nursing homes and correctional facilities).
5. Local radio and television stations will broadcast Emergency Alert System (EAS) messages when requested by local government officials. To effectively utilize EAS, local governments and broadcasters must coordinate the procedures used to transmit warning messages and instructions from local government to broadcasters.
6. The local National Oceanic and Atmospheric Administration (NOAA) Weather Radio station will broadcast weather watches and warnings issued by the National Weather Service (NWS). Weather radios are activated when such messages are broadcast.

## **V. CONCEPT OF OPERATIONS**

### **A. General**

1. The primary objective of our warning system is to notify key officials of emergency situations and disseminate timely and accurate warnings and instructions to the population at risk from the threat or occurrence of an emergency situation. Rapid dissemination and delivery of warning information and instructions may provide time for citizens to take action to protect themselves and their property.
2. The focal point of the warning function is the Local Warning Point (LWP), which operates around the clock. The Hidalgo County LWP is located in the Sheriff's Office. The Sheriff's Office operates the LWP.
  - a. The LWP receives warning of actual or potential emergency situations from a variety of sources, including federal and state agencies, local officials, businesses, industry, the news media, and the general public. The systems by which warnings may be received by the LWP are described below.
  - b. The LWP will verify warning information, where necessary, and disseminate pertinent information to specific local officials and departments.
    - 1) For certain types of time-sensitive warnings, the LWP may be authorized to activate the local warning system and warn the public immediately. In other situations, local officials must approve activation of the warning system and determine appropriate instructions to accompany the warning before a warning is disseminated to the public.
    - 2) For other types of emergency situations, the EOC may be activated and assume responsibility for formulating warning messages and public instructions, which may be disseminated through LWP or provided to the media for dissemination.
  - c. Once warnings are received and, where necessary, verified, warnings that affect the

local area and appropriate public instructions are disseminated by the LWP. The specific systems used to disseminate warnings and provide information to the public within the local area are described below.

## **B. Receiving Warnings**

The County may receive warning of actual emergency situations or the threat of such situations from the following:

### **1. National and State Warning Systems**

- a. The National Warning System (NAWAS) is a 24-hour nationwide, dedicated, multiple line telephone warning system linking federal agencies and the states that is used to disseminate civil emergency warnings. NAWAS is a voice communications system operated by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security (DHS), and controlled from the FEMA Operations Center (FOC) in Washington, D.C., and the FEMA Alternate Operations Center (FAOC) in Olney, Maryland. NAWAS is used to disseminate three types of civil emergency warnings to state and local governments:

- 1) Attack Warnings
- 2) Fallout Warnings
- 3) Natural and Technological Emergency Warnings

Warnings from the FOC or FAOC are coordinated with the Homeland Security Operations Center (HSOC) and relayed through the FEMA Regional Communications Center in Denton to the State Warning Point at the State Operations Center (SOC) in Austin. The State Warning Point further disseminates the civil emergency warnings through the Texas Warning System (TEWAS). The FEMA National Radio System (FNARS), a network of HF radios, serves as a backup for NAWAS.

- b. The Texas Warning System (TEWAS) is state level extension of NAWAS. It consists of a dedicated telephone warning system linking the State Warning Point at the SOC with Area Warning Centers located in Department of Public Safety offices around the state and with seven National Weather Service (NWS) offices in Texas.
  - 1) The State Warning Point relays national emergency warnings received on NAWAS to Area Warning Center using TEWAS. Area Warning Centers will normally disseminate warnings they receive to LWPs via teletype messages on the Texas Law Enforcement Telecommunications System (TLETS). Warnings may be disseminated by telephone or radio to those LWPs that cannot be reached by TLETS.
  - 2) TEWAS may also be used by the SOC to disseminate warning messages from the Governor or other key state officials to specific regions of the state.
- c. HSIN-CI. Homeland Security Information Network – Critical Infrastructure is an unclassified network which immediately provides the Homeland Security Operations Center (HSOC) with one-stop 24/7 access to a broad spectrum of industries, agencies and critical infrastructure across both the public and private sectors. HSIN-CI delivers information sharing, alert notification services to the right people – those that need to know and those that need to act.

- d. Texas Amber Alert Network. A coordinated emergency alert program that disseminates information about abducted children. It serves as an early special purpose warning system available for use by law enforcement to alert the public when a child has been kidnapped and the police believe the child is in danger. See the Statewide Texas Amber Alert Network Plan for more information.
- e. Specific formats and handling instructions have been established for certain national civil emergency messages that would be disseminated by NAWAS and TEWAS. Appendix 3 provides guidance on handling national warning messages.
- f. As NAWAS and TEWAS are “voice only” systems that are not particularly suited for disseminating lengthy messages; hence, these systems are generally not used for warning on a daily basis.

## 2. National Weather Service (NWS) Weather Products

Weather warning messages are issued by NWS Weather Forecast Offices and various NWS specialized weather centers, such as NWS river forecast centers, the National Severe Storms Forecast Center, and the National Hurricane Center.

- a. NWS disseminates weather forecasts, watches, and warnings via the NOAA Weather Wire Service, which is a satellite communications system that broadcasts to specialized receiver terminals. In Texas, NWS weather products, such as watches and warnings, are transmitted by Weather Wire to the SOC. The SOC, as the State Warning Point, retransmits these weather messages to appropriate Area Warning Centers and Local Warning Points by TLETS. Among the weather messages that are provided are:

- 1) Flood and flash flood watches and warnings
- 2) Severe weather watches and warnings
- 3) Tornado watches and warnings
- 4) Tropical weather watches and warnings

Many local radio and television stations subscribe to the NOAA Weather Wire Service and have installed terminals to receive weather products directly from the NWS.

- b. NOAA Weather Radio. The County also receives NWS weather warning disseminated by NOAA Weather Radio which is programmed on all county communications components including two-way radios, dispatch centers, etc.
- c. EMWIN. We also receive weather information broadcast via satellite through the Emergency Managers Wireless Information Network (EMWIN). Our EMWIN terminal is located in the EOC at 1304 S. 25<sup>th</sup> St. Edinburg, Tx.
- d. Other Weather Providers. The County has contracted to obtain electronic weather information. –Not applicable to Hidalgo County.

## 3. Emergency Alert System (EAS)

EAS is intended to provide a means for government to provide emergency warning and instructions to the public. See Section V.D.2.b below and Appendix 4 for further

information on EAS. This jurisdiction may receive EAS messages that contain warning information broadcast by:

- a. Federal authorities or agencies
- b. State government
- c. Other local governments

Civil emergency warnings issued through NAWAS may also be disseminated through EAS. Incoming EAS messages may be received on commercial radio or television stations monitored by local officials.

4. **State Government.** From time to time, the SOC issues warning messages to local governments in specific regions of the State. For example, an advisory may be issued to inland jurisdictions along major evacuation routes when large-scale evacuations begin in coastal areas due to a hurricane. Warnings issued by the SOC are typically transmitted by TLETS to Area Warning Centers and LWPs.
5. **Local Officials.** Government employees may provide warning of emergency situations they have discovered or that have been reported to their departments and been confirmed. Such situations should be reported to the LWP through any available means of communications.
6. **Business and Industry.** Companies that suffer a major fire, explosion, hazardous materials spill, or other emergency situation that may pose a threat to public health and safety and public or private property have a general duty to notify local officials of such occurrences. Such notifications are generally made through the 9-1-1 system. Companies reporting emergency situations that may pose a risk to the public are expected to recommend to local government appropriate actions to protect people and property.
7. **Federal, State, or Local Agencies.** Warning of specific types of emergency situations may be received directly from specialized government agencies, including river authorities, dam operators, the US Coast Guard, military installations, airport authorities, and other agencies which operate specialized facilities.
8. **Citizen Warning.** Citizens may also provide warning of emergency situations, generally by calling 9-1-1. It is always advisable to confirm information on emergency situations reported by citizens before issuing public warnings.

#### **C. Notification of Local Officials**

When the Sheriff's Office as the LWP, receives warning of an emergency situation, it shall make notification to key local officials so they can determine appropriate actions to deal with the situation. The Emergency Notification Matrix provided in Appendix 1 indicates the departments and officials that should be notified of various types of emergency situations. Notification will be made by telephone, radio, pager, or any other means available.

#### **D. Dissemination of Warnings to the Public**

1. In the initial stages of an emergency situation, the LWP will, within the limits of the authority delegated to it, determine if a warning needs to be issued and formulate a warning (using pre-scripted messages where possible), and disseminate it. Appendix 2 provides general guidelines for activation of the local warning system. When the EOC

has been activated, it will normally determine who needs to be warned and how. The EOC will normally formulate the warning messages and public instructions. The LWP will execute the warnings by activating the warning system. The PIO or the EOC may disseminate emergency public information directly to the media.

2. The systems described below will be used to issue warnings and instructions to the public. To facilitate dissemination of warning and public instructions, a set of pre-scripted warning messages and public information messages suitable for use in likely emergency situations has been developed. They are included in Appendix 5 to this annex. These pre-scripted messages may be used as written or tailored as needed for specific circumstances.

- a. Outdoor Warning System.

- 1) The outdoor warning system consists of our emergency vehicles' PA Equipment.

- b. EAS

- 1) As a condition of licensing, all commercial radio and television stations and cable television companies must participate in EAS and use their facilities to relay warning and instructions from government to the public. Broadcasters and cable companies must carry national security warnings and messages initiated by the President; they may broadcast alerts and messages initiated by state and local governments. The Federal Communications Commission encourages licensees to broadcast state and local warning and instruction messages, but the final decision on broadcasting such messages rests with the broadcaster.
  - 2) For obvious reasons, EAS should be used prudently. Activation of EAS by local governments is governed by the *Texas EAS Plan* and local EAS plans developed in each of the state's 25 EAS districts. The general guidelines for local activation of EAS include:
    - a) Severity of situation. EAS warning will aid in reducing loss of life or substantial loss of property.
    - b) Timeliness. Immediate public knowledge is required to avoid adverse impact.
    - c) Alternatives. Other means of disseminating information are inadequate to ensure rapid delivery.
  - 3) The local EAS stations are listed in Appendix 4. The County has coordinated with these stations to establish procedures for accessing the EAS, which are included in that appendix. Authority to release EAS messages for broadcast is restricted to those local officials named in Appendix 2. The following methods will be used to transmit emergency messages to EAS stations for broadcast:
    - a) By telephone, with the station generally recording our verbal message and then broadcasting it.
    - b) By fax, with the station receiving our written message and reading it on the air.
  - 4) Pre-scripted emergency messages have been prepared for use with those warning systems that are capable of delivering a verbal or written message; these are included in Appendix 5. As EAS messages are limited to two minutes,

the pre-scripted messages include short warning and instructional messages that may be transmitted by EAS and amplifying messages that will be distributed to the media as Special News Advisories.

c. Route Alerting & Door- to-Door Warning

The public may be warned by route alerting using vehicles equipped with sirens and public address systems. Route alerting may not work well in some areas, including rural areas where residences are some distance from the road or for large buildings with few external windows. Response personnel going door-to-door may also deliver warnings. Both of these methods are effective in delivering warnings, but they are labor-intensive and time-consuming and may be infeasible for large areas. The following departments maintain vehicles equipped for route alerting:

- d. NOAA Weather Radio. Pursuant to an agreement with the NWS Forecast Office in Brownsville, Texas, Emergency Management Directors may request that the NWS activate the NOAA Weather Radio system to broadcast civil emergency messages. This system can broadcast voice messages to individuals who have a NOAA Weather Radio or receive Weather Radio broadcasts on cable television.
- e. Cable Television Interrupt. The EOC has the capability to contact the local government access channel of the local cable television system with an emergency voice message and request that they broadcast it. This means of warning only reaches those who have cable television and have their television set turned on the local government access channel.
- f. Wireless Emergency Notification System. The county has the capability to send out emergency messages to citizens that have registered for the E-Dalgo notification service . The service allows subscribers to received emergency related SMS/Email messages to their cell phone or computer during an emergency related event. The messages are sent by Hidalgo County Emergency Management staff through a web portal interface.

## **E. Warning Special Facilities and Populations**

Special populations and facilities will be warned of emergency situations by available methods to include:

1. Visually-impaired: EAS messages on radio, sirens, NOAA Weather Radio, route alerting, door-to-door notification
2. Hearing-impaired: Captioned EAS messages on television, route alerting, door-to-door notification
3. Non-English speaking: Spanish Language messages on radio and/or TV, NOAA Weather Radio, route alerting, door-to-door.
4. Special facilities: EAS messages on radio/television, sirens, NOAA Weather Radio, route alerting, door-to-door notification

## **F. Warnings to Other Governments and Agencies**

1. The Local Warning Point is responsible for warning adjacent or nearby jurisdictions that may be affected by emergency situations originating within this jurisdiction.



2. Local government is also responsible for informing the Disaster District in McAllen of major emergencies after time-sensitive warnings have been issued. The formal for the Initial Emergency Report is provided in Appendix 2 to Annex N, Direction & Control.

## **G. Actions by Phases of Emergency Management**

1. Prevention
  - a. Establish an effective public warning system and appropriate operating procedures. Extend the system to keep up with growth. Adopt new methods of warning that increase the ability to reach citizens not well served by current systems.
  - b. Conduct public education designed to prevent citizens from taking unnecessary risks during emergency situations. An example would be a public information effort discouraging people from driving on flooded roads.
2. Preparedness
  - a. Test the local warning system on a regular basis.
  - b. Prepare pre-scripted warning and public instruction messages for known hazards. See Appendix 5.
  - c. Brief local media on local warning systems and coordinate procedures for transmitting EAS messages to radio and television stations and cable television providers.
  - d. Conduct public education on warning systems and the actions that should be taken for various types of warnings.
  - e. Establish a Joint Information System (JIS) and identify suitable facilities for a Joint Information Center (JIC) if required.
3. Response:
  - a. Activate local warning systems to alert the public of the emergency situation and provide appropriate instructions.
  - b. Conduct media monitoring to determine the need to clarify issues and distribute updated public instructions
  - c. Discontinue warnings when no longer required.
4. Recovery
  - a. Advise the public when the emergency situation has been terminated.
  - b. If necessary, provide instructions for return of evacuees and safety information relating to reoccupation of damaged homes and businesses.

|                                                              |
|--------------------------------------------------------------|
| <b>VI. ORGANIZATION &amp; ASSIGNMENT OF RESPONSIBILITIES</b> |
|--------------------------------------------------------------|

## **A. General**

1. The County Judge and Commissioner's Court establish general policies for emergency warning and fund personnel and equipment to operate the warning system.
2. The Sheriff is responsible for operating the LWP and coordinating operation of the local warning system.

## **B. Task Assignments**

1. The County Judge will:
  - a. Outline general policies on warning and emergency public information.
  - b. Approve emergency public information to be released to the public through the news media or other means.
2. The Sheriff will:
  - a. Develop an adequate warning system.
  - b. Staff and operate the local warning point.
  - c. In coordination with the EMC, develop and maintain procedures for operation of the warning system, coordinating as necessary with other departments and agencies, the NWS, local radio and television stations, cable television companies, and other organizations. See Appendices 2, 3, and 4.
  - d. Provide for maintenance and periodic testing warning system equipment. See Appendix 2.
3. The Sheriff's Office will serve as the LWP and will:
  - a. Receive and, if necessary, verify and acknowledge warnings of emergency situations.
  - b. Make notification to local officials of emergency situations or conditions that could cause such situations as required. See Appendix 1.
  - c. In accordance with SOP or when directed, activate the warning system to alert and provide instructions to the all sirens under their jurisdiction.
  - d. Identify requirements for route alerting and door-to-door warning for areas where other warning systems do not adequately reach the public.
  - e. Develop and maintain hazard specific warning procedures covering warning receipt, verification, and dissemination.
4. The EMC will:
  - a. In coordination with the Sheriff, develop operating procedures for the warning

system, coordinating as necessary with other departments and agencies, the NWS, local radio and television stations, cable television companies, and other organizations.

- b. Assist in the development of pre-scripted warning messages and Special News Advisories. See Appendix 5.
  - c. When the EOC is activated, assist in the development of warning messages and Special News Advisories.
  - d. In coordination with the PIO, educate the public regarding the use of the warning system.
5. The PIO will:
  - a. In coordination with the EMC and the Sheriff, develop pre-scripted warning messages and public instructions for known hazards.
  - b. When an emergency has occurred, develop warning messages and public instructions for the specific situation at hand.
  - c. Develop procedures to facilitate the release of coordinated emergency public information to amplify basic information provided in warning messages.
  - d. Maintain a media briefing area [in/in the vicinity] of the EOC.
  - e. Periodically brief the media on local warning systems and warning procedures.
  - f. Develop and disseminate educational materials relating to emergency warning to the public.
6. Law Enforcement will:

Provide units and personnel for route alerting and door-to-door warning when requested.
7. The Fire Service will:

Provide units and personnel for route alerting and door-to-door warning when requested.
8. All local government departments and agencies will:
  - a. Report emergency situations to the local warning point that merit warning local officials or the public.
  - b. When requested, provide personnel and equipment to assist in route alerting or door-to-door warning
9. Media companies are expected to:

- a. Disseminate warning messages and Special News Advisories provided by local government to the public as rapidly as possible.
  - b. Participate in periodic tests of the EAS and other warning systems.
10. Institutions, businesses, and places of public assembly are expected to:

Monitor radio and television and/or NOAA Weather Radio receivers for warnings and take appropriate actions to protect their patients, students, customers, and employees.

## **VII. DIRECTION & CONTROL**

### **A. General**

1. The County Judge shall provide general guidance for warning activities.
2. The Sheriff shall provide specific guidance for the operation of the LWP and warning systems.
3. For specific time-sensitive emergency situations, the LWP has been delegated authority to determine if a warning needs to be issued, formulate a warning if necessary (using pre-scripted messages where possible), and disseminate it. For other situations, the LWP must coordinate with one of a designated set of key officials who will determine if a warning should be issued and approve the general content of any warning message that will be disseminated. Guidelines for this process are outlined in Appendix 2.
4. When the EOC has been activated, the EOC staff will normally determine who needs to be warned and how and the EMC, PIO, and other members of the staff will formulate warning messages and public instructions. The LWP will normally execute such warnings by activating the warning system, except that the PIO may disseminate emergency public information to the media directly.

### **B. Line of Succession**

The line of succession for the Sheriff, who has primary responsibility for the warning function, is:

1. Sheriff
2. Chief Deputy
3. Captain of Operations

## **VIII. READINESS LEVELS**

### **A. Readiness Level IV - Normal Conditions**

See the prevention and preparedness activities in Section V.G, Actions by Phases of Emergency Management.

### **B. Readiness Level III - Increased Readiness**

1. Monitor the situation.
2. Inspect warning systems to insure they are fully operational.
3. Alert EAS stations of the increased threat so they are aware of the situation and can disseminate warnings if necessary.

**C. Readiness Level II - High Readiness**

1. Monitor the situation.
2. Develop draft warning messages and public messages for the impending threat.
3. Alert personnel for possible emergency operations; identify personnel for increased staffing during primary vulnerability period.
4. Identify requirements for route alerting and door-to-door warning.
5. Consider activation of the EOC to provide for increased situation monitoring and to conduct pre-planning.

**D. Readiness Level I - Maximum Readiness**

1. Monitor the situation.
2. Place selected off-duty personnel on standby to increase staffing if necessary
3. Coordinate with EAS stations to determine their readiness.
4. Designate units for route alerting and door-to-door warning.
5. Activate the EOC for increased situation monitoring, planning, and resource management.

|                                         |
|-----------------------------------------|
| <b>IX. ADMINISTRATION &amp; SUPPORT</b> |
|-----------------------------------------|

**A. Agreements & Contracts**

Should local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts.

**B. Reports & Records**

1. The LWP shall maintain activity logs recording:
  - a. Warnings received.
  - b. Key personnel notified and the actions they directed to be taken.
  - c. Warnings disseminated to the public and the means of that dissemination.
2. The Incident Command Post (ICP) and the EOC shall maintain logs of their activities as outlined in Section IX of the Basic Plan.

## C. Maintenance of Equipment

All warning systems owned by Hidalgo County will be maintained in accordance with the manufacturer's instructions for those systems.

## X. ANNEX DEVELOPMENT & MAINTENANCE

### A. Development

The County Sheriff is responsible for working with other agencies in the development, maintenance, and improvement of this annex. Each agency tasked will develop standard operating procedures that address assigned tasks.

### B. Maintenance

This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

## XI. REFERENCES

FEMA, *National Warning System Operations Manual*.

FEMA, *Guide for All-Hazard Emergency Operations Planning* (SLG-101).

## APPENDICES

|                 |                                                           |
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| Appendix 6..... | Outdoor Warning System Diagram                            |

|                                      |
|--------------------------------------|
| <b>EMERGENCY NOTIFICATION MATRIX</b> |
|--------------------------------------|

| Emergency Situation                                      | Departments to be Notified                                                      | Individuals to be Notified                                                              |
|----------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <i>Weather</i>                                           |                                                                                 |                                                                                         |
| Flash Flood Watch - local area                           | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Flash Flood Warning – local area                         | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Flood Watch – local area                                 | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Flood Warning – local area                               | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Severe TS Watch – local area                             | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Severe TS Warning – local area                           | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Tropical weather system in Gulf                          | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Tropical Weather Watch or Warning<br>includes local area | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Tornado Watch – local area                               | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Tornado Warning – local area                             | County Judge's Office,<br>Sheriff's Department<br>OEM, and affected<br>Precinct | County Judge, , Sheriff,<br>EMC Precinct<br>Commissioner and<br>Precinct Chief of Staff |
| Winter Storm Watch – local area                          | County Judge's Office,<br>Sheriff's Department                                  | County Judge, , Sheriff,<br>EMC Precinct                                                |

|                                                            |                                                                        |                                                                                |
|------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------|
|                                                            | OEM, and affected Precinct                                             | Commissioner and Precinct Chief of Staff                                       |
| Winter Storm Warning – local area                          | County Judge's Office, Sheriff's Department OEM, and affected Precinct | County Judge, , Sheriff, EMC Precinct Commissioner and Precinct Chief of Staff |
|                                                            |                                                                        |                                                                                |
| <i>Technological Hazards</i>                               |                                                                        |                                                                                |
| Aircraft crash within county/city                          | Fire Department                                                        | Fire Marshall                                                                  |
| Fire – 2 alarm or less                                     | Fire Department                                                        | Fire Marshall                                                                  |
| Fire – 3 alarm+ or county/city facility                    | Fire Department                                                        | Fire Marshall                                                                  |
| Mass casualty incident                                     | Hidalgo County Health Department                                       | Health Department Director                                                     |
| Hazmat spill with casualties/evacuation                    | County Judge's office ,OEM, Fire Department and Sheriff's Department   | Fire Marshall and Sheriff                                                      |
| Hazmat spill with potential major environmental impact     | Fire Department and Sheriff's Department                               | Fire Marshall and Sheriff                                                      |
| Incident involving potentially contaminated drinking water | Hidalgo County Health Department                                       | Health Department Director                                                     |
| Major explosion                                            | Fire Department                                                        | Fire Marshall                                                                  |
|                                                            |                                                                        |                                                                                |
| <i>Utilities</i>                                           |                                                                        |                                                                                |
| Electrical outage – 500+ users/2 hrs+                      | Sheriff's Department and the corresponding Precinct                    | Sheriff and Commissioners                                                      |
| Electrical outage – critical facility                      | Sheriff's Department and the corresponding Precinct                    | Sheriff and Commissioners                                                      |
| Sewer outage – critical facility                           | Corresponding cities                                                   | Corresponding city officials                                                   |
| Sewage spill affecting waterways                           | Corresponding cities                                                   | Corresponding city officials                                                   |
| Water outage – 500+ users/2 hrs+                           | Corresponding Precincts                                                | Commissioners                                                                  |
| Water outage – critical facility                           | Corresponding Precincts                                                | Commissioners                                                                  |
|                                                            |                                                                        |                                                                                |
| <i>Security Issues</i>                                     |                                                                        |                                                                                |
| Major civil disturbance                                    | Sheriff's Department                                                   | Sheriff                                                                        |
| Terrorist incident                                         | County Judge's Office, Sheriff's Department OEM, and affected Precinct | County Judge, , Sheriff, EMC Precinct Commissioner and Precinct Chief of Staff |
|                                                            |                                                                        |                                                                                |



**GENERAL WARNING POINT PROCEDURES****1. Receiving Warning Information**

- A. The Local Warning Point (LWP) may receive emergency warnings by:
  - 1) TLETS message from the State Warning Point or Area Warning Center
  - 2) Telephone or fax from the SOC
  - 3) Radio, telephone, or fax from the Area Warning Center
  - 4) Radio, telephone, or fax from state or federal agencies or other local governments.
  - 5) Radio, telephone or fax from industry, government employees, or citizens
  - 6) NOAA weather radio
  - 7) NOAA Weather Wire or EMWIN
  - 8) EAS message decoded by our EAS terminal
- B. Incoming messages should be acknowledged if required (for example: national warning messages).
- C. The date and time on written messages and the date and time of receipt of all messages shall be entered in the Communication Log.
- D. For emergency situations reported by citizens and others unknown to the LWP operator, the operator should seek to confirm the source and information provided by any available means before taking action on the report, unless there are confirming reports from other sources.

**2. Emergency Notifications**

- A. The LWP shall make notifications of routine emergency situations to the department or agency that normally responds to such situations.
- B. For those emergency situations or potential emergency situations described in the Emergency Notification Matrix in Appendix 2, the LWP shall make notifications to the departments, agencies, and those local officials indicated in the matrix. Local officials may request that the LWP take specific actions or advise the LWP that they will take certain actions in response to the warning.
- C. Notifications of emergency situations and other actions taken in response to such notifications shall be recorded in the Communications Log.

**3. Dissemination of Warnings**

- A. The LWP may disseminate emergency warnings and public instructions by:
  - 1) Activating the Outdoor Warning System with appropriate signals.
  - 2) Forwarding a voice or hard copy message to the local EAS station for broadcast
  - 3) Route alerting and door-to-door warning.
  - 4) Encoding a voice message using the EAS encoder and forwarding it electronically to EAS stations.-(Not applicable to Hidalgo County)

- 5) Providing a voice or text message to the National Weather Service for broadcast on NOAA Weather Radio.
  - 6) Using the cable television interrupt to broadcast a voice message on all cable channels or the local government access channel.
  - 7) Activating the local telephone warning system, which provides a voice message to selected telephone subscribers.
- B. The LWP may activate the local warning system for certain time-sensitive emergency situations. For other emergency situations, the LWP must seek approval from a key official to activate the local warning system.
- C. The LWP is authorized to activate the local warning system without prior approval for the following emergency situations:
- 1) An NWS tornado warning for the local area or the confirmed sighting of a tornado on the ground in the local area.
  - 2) A national civil emergency warning received from the Area Warning Center. See Appendix 4.
  - 3) A catastrophic emergency situation that poses an immediate threat to life, such as a dam failure.
- D. For other emergency situations, the LWP shall relay the warning received to one of the following key officials and obtain guidance on activating the local warning system and the suggested content of any local warning messages:
- 1) The County Judge
  - 2) The City Manager
  - 3) The Emergency Management Coordinator
  - 4) The Sheriff
- E. When a decision is made to activate the warning system, the outdoor warning system should be activated and an EAS message dispatched to local broadcasters first. Other warning systems should be activated as soon as possible thereafter.
- 1) To save time and ensure completeness, the pre-scripted warning messages contained in Appendix 6 should be used as basis for warning messages where possible. However, it may be necessary for the LWP to prepare an original message. Copies of the pre-scripted messages are maintained on computers in the LWP and the EOC so they can be easily modified.
  - 2) National civil emergency warning messages received locally should not be forwarded to local EAS stations for broadcast, as plans call for federal authorities to enter such messages into EAS at the national level.
  - 3) If it is determined that route alerting and/or door-to-door warning are required, the LWP must alert the Communications Center to assign units to those tasks. The LWP should provide the Communications Center with the warning message and any instructions that are to be disseminated so that these can be passed on to the units involved.

- 4) Warning messages and public instructions should be updated as the situation changes and canceled when no longer needed.
- F. The LWP should record the activation of the various local warning systems and dispatch of warning and public instruction messages in its Communication Log.

#### **4. Testing and Exercising the Warning System**

##### **A. System Testing**

All components of the warning system will be tested on a regular basis.

##### **B. Test Procedures**

- 1) The Outdoor Warning System will be tested monthly on the 1st of the month at 8:00 a.m. In the monthly test, the steady ATTENTION or ALERT tone will be sounded for one minute. The wavering ATTACK WARNING tone will not be used for tests.
- 2) The preparation and transmission of a simulated warning message to the local primary EAS station shall be tested quarterly at a date and time agreed upon with the station. Such message shall not be broadcast. EAS stations are required by the FCC to conduct required weekly and monthly tests of their EAS equipment.
- 3) The preparation and transmission of a simulated warning message to the National Weather Service for broadcast on NOAA Weather Radio shall be tested quarterly at a date and time agreed upon with the NWS. Such messages shall not be broadcast.
- 4) The preparation and transmission of a simulated warning message using the Cable Interrupt System shall be tested quarterly at a date and time and in a manner agreed upon with the cable company.
- 5) The Telephone Warning System shall be tested monthly using its built-in test module.
- 6) Industry warning systems shall be tested monthly on the same date and at the same time as the monthly Outdoor Warning System test.-(Not applicable to Hidalgo County)
- 7) Wireless Emergency Notification System- E-Dalgo will be tested with automated test messages sent to service subscribers.

##### **C. Exercises**

- 1) It is desirable that preparation of warning messages and public instructions and the activation of warning systems be included in emergency exercise activities where such tasks are appropriate for the scenario being exercised in order to ensure that components of the system are adequate and the operational procedures are adequate.

- 2) If warning systems are activated at other than normal times for exercises, it is essential to give due notice to the public that such activations will occur.

## NATIONAL WARNING MESSAGES

**1. Types of National Warning Messages**

National warning messages include:

- A. Attack Warning
- B. Fallout Warning
- C. Natural & Technological Emergency Warning

**2. National Warning Message Dissemination**

National warning messages are disseminated by federal authorities from the FEMA Operations Center through the National Warning System (NAWAS) to the states; NAWAS is a dedicated telephone system that disseminates voice-warning messages. In Texas, such warning messages are received at the State Warning Point in Austin and relayed to Area Warning Centers around the state by the Texas Warning System (TEWAS), which is also a dedicated telephone system that disseminates voice-warning messages. Area Warning Centers normally disseminate national warning messages they receive by Texas Law Enforcement Telecommunications System (TLETS) teletype to Local Warning Points. Local Warning Points whose TLETS service is inoperative may receive warning messages by telephone or radio.

**3. Local Action Upon Receipt of A National Warning Message**

- A. When national warning messages are received at the Local Warning Point, such warnings should be disseminated as soon as possible through the local warning system, except that national warning messages received locally should not be forwarded for local broadcast as EAS messages, as federal authorities will broadcast such warnings as national EAS messages.
- B. For an Attack or Fallout Warning, outdoor warning systems should use the ATTACK signal – a 3 to 5 minute wavering tone. For other national warnings, the ALERT/ATTENTION signal (a 3 to 5 minute steady tone) should be used.
- C. All national warning messages received verbally (by telephone or radio) should be acknowledged.

**4. National Warning Messages**

- A. Attack Warning
  - 1) Attack Warnings are issued when there is a threat of attack on the United States or portions of it.
  - 2) Incoming message format:

"This is the FEMA (Alternate) Operations Center. This is an Attack Warning.  
Declaration time (date & time) Zulu."

Note:

Zulu - 5 hours = Central Daylight Time; Zulu - 6 hours = Central Standard Time.

Zulu - 6 hours = Mountain Daylight Time; Zulu - 7 hours = Mountain Standard Time.

If the threat is limited to a specific area, the message will be tailored to describe the area at risk.

3) Termination message format:

"This is the FEMA (Alternate) Operations Center. The Attack Warning is terminated.  
Termination time (time) Zulu."

B. Fallout Warning

- 1) Fallout warnings are intended to warn of radiation hazards resulting from nuclear detonations, accidental mishaps, and/or terrorist incidents.
- 2) There is no specific format for this type of message, but it appears that it will likely follow the general format of the message in paragraph 4.D.2). b) below.

C. Natural & Technological Emergency Warning

- 1) This type of warning may be issued to cover the following events: major natural disasters, errant domestic missile launch, reentering space debris, volcanic eruption, major dam failure, and other hazards to public health, safety, and property that may threaten a wide area.
- 2) Incoming message format:  
  
"This is the FEMA (Alternate) Operations Center with a special announcement for all states or the following state(s) \_\_\_\_\_ or the following region(s) \_\_\_\_\_.  
Text: (free text message describing the problem and appropriate protective actions)"
- 3) There is no specific format for this type of message.

D. Accidental Missile Launch.

- 1) An accidental missile launch by the United States or other countries may generate a Natural & Technological Emergency Warning or a Fallout Warning or both, depending on the type of missile involved.
- 2) Incoming message format:
  - a) "This is the FEMA (Alternate) Operations Center with a Emergency Warning for the following (states, counties, cities). An accidental missile launch threatens the following areas: (states, counties, cities). Advise population by all means to take cover."

- b) For accidental launches which result in a nuclear weapons detonation, the following message will be used: "This is the FEMA (Alternate) Operations Center. An accidentally launched nuclear weapon detonated in (city, county, state) at \_\_\_\_\_ local time. Radioactive fallout is possible. Persons in (cities, counties, states) should be advised to remain under cover and await further instructions from state or local authorities. Residents are advised to take protective actions in accordance with local community shelter plans and to be alert for further instructions from state and local authorities. Residents in all other areas are advised that protective actions are not required at this time."
- c) For accidental launches that do not result in a nuclear weapons detonation, the following message will be used: "This is the FEMA (Alternate) Operations Center. An accidentally launched nuclear weapon impacted in (city, county, state) at \_\_\_\_\_ local time. A nuclear detonation did not – repeat – did not occur. Persons in (cities, counties, states) should be alert for further instructions from state or local authorities. Residents in all other areas are advised that protective actions are not required at this time."

**EMERGENCY ALERT SYSTEM (EAS) PROCEDURES****1. Purpose**

The purpose of EAS is to provide real time communication, information, direction and instruction in the event of an emergency requiring public action.

**2. EAS Plans**

For purposes of coordinating the use of EAS, the State Emergency Communications Committee has developed a statewide EAS Plan. Local Area Emergency Communications Committees for each of the State's EAS Districts develop local EAS plans. These plans address the concept of operations for EAS, message priorities, procedures for activation of EAS, and message formats. Local plans typically designate individuals authorized to activate EAS and authentication requirements.

**3. EAS Activation****A. Authority**

The following individuals may request activation of EAS:

- 1) The County Judge
- 2) The City Manager
- 3) The Sheriff
- 4) The Emergency Management Coordinator

Each individual is provided a set of code words to authenticate requests for EAS activation.

**B. Methods for Transmitting Messages**

EAS messages will be transmitted from the Local Warning Point to EAS stations by telephone, fax.

- 1) Voice & Fax Messages. The authentication code should be provided for voice messages and included on fax messages. The LWP should coordinate with the EAS station to determine the methods of delivery. Faxed messages will normally be read by the station staff. Voice messages may be transmitted live or recorded and then transmitted; the latter is preferred if the message must be repeated. For voice messages, it is desirable that the individual generating the message work from a written script or notes to ensure that all essential information is covered.
- 2) Forwarding Messages for Transmission. EAS messages will be forwarded to the EAS Local Primary Station if the emergency situation affects areas beyond the local area or if stations that broadcast EAS messages in the local area are unattended during the period when EAS activation is required. Stations that are in unattended operation at certain hours of the day must set their EAS Decoder to Automatic Mode so programming is interrupted and EAS messages broadcast automatically. If the emergency situations affects only an area served by one or two stations or cable



companies, local officials may request EAS activation from those stations directly if they are staffed.

- 3) Encoding EAS Messages.-(Not applicable to Hidalgo County)

C. Operating Guidance

- 1) EAS messages are limited by hardware design to two minutes.
- 2) If a message provided for broadcast by EAS stations is no longer current, it should be cancelled or replaced by an updated message.
- 3) If an EAS station is required by license restrictions to operate at reduced power or cease transmitting during certain specified time periods, and activation of EAS is requested during that time period, the station may operate its transmitter as needed using full power.

D. Broadcast of EAS Messages

When a request for EAS activation is received and authenticated, the EAS station will typically:

- 1) Interrupt normal programming.
- 2) Send the EAS Header Code.
- 3) Send the EAS Attention Signal (8 to 25 seconds).
- 4) Make an activation announcement: "This is the (local area) Texas Emergency Alert System. Important information will follow."
- 5) Broadcast the emergency message.
- 6) Make a termination announcement: "This is the (local area) Texas Emergency Alert System. We now resume normal programming."
- 7) Send the EAS End-of-Message Code.
- 8) Resume normal programming.

- E. Tests. Testing of the EAS system will be as described in the Texas District #17 Brownsville/McAllen District EAS Plan.

**4. EAS Stations.** EAS stations (radio, TV, cable) serving the local area include:

A. Local Primary Radio Station 1

Station Name: KURV

- 1) Address: 1201 N. Jackson, McAllen, Texas 78501
- 2) Frequency & Operating Hours: 710 AM – 24 hrs.
- 3) Contact Name: Jim Hearn
- 4) Telephone Number/Fax Number: (956) 992-8895, Fax: (956) 383-2570, Cell: (956) 821-6201.
- 5) E-mail Address: [jhearn@bmpradio.com](mailto:jhearn@bmpradio.com)
- 6) Contact Name: Tim Sullivan
- 7) Cell: (956) 453-6780
- 8) E-Mail Address: [tsullivan@bmpradio.com](mailto:tsullivan@bmpradio.com)

Station Name: KBFM 104.1, K-TEX 100.3

- 9) Address: 901 E. Pike, Weslaco, Texas 78596
- 10) Frequency & Operating Hours: 104.1 FM, 100.3 FM – 24 hrs.

- 11) Contact Name: Billy Santiago
- 12) Telephone Number/Fax Number: 866-973-1041/ (956) 973-9355
- 13) Contact Name: JoJo Cerda

#### B. Supplementary Radio Stations

Station Name: Q-94.5

- 1) Address: 801 N. Jackson, McAllen, Texas 78501
- 2) Frequency & Operating Hours: 94.5 FM – 24 hrs.
- 3) Contact Name: Charlie Kennedy
- 4) Telephone Number/Fax Number: (956) 661-6000 / (956) 661-6082

Station Name: KVMV- INSPIRATIONAL 96.7 FM

- 1) Address: P.O. Box 3333, McAllen, Texas 78502
- 2) Frequency & Operating Hours: 96.7 FM, 24 hrs.
- 3) Contact Name: James Gamblin
- 4) Telephone Number: (956) 778-9700
- 5) Fax Number: (956) 787-9783

Station Name: KGBT, KBT 96.1 FM

- 6) Address: 200 S. 10<sup>th</sup> Street, Ste. 600, McAllen, Texas 78501
- 7) Frequency & Operating Hours: 96.1 FM - 24 hrs.
- 8) Contact Name: Brenda Lee Huerta

Telephone Number/Fax Number: (956) 631-5499 / (956) 631-0090

#### D. Television and Cable Stations

Station Name: KRGV-Ch. 5

- 9) Address: P.O. Box 5, Weslaco, Texas 78596
- 10) Frequency & Operating Hours: Channel 5 - 24 hrs.
- 11) Contact Name: Jennie Martinez
- 12) Telephone Number/Fax Number: (956) 968-5555 ext 253 / Fax Number: (956) 973-5002
- 13) Contact Name: Raul Castelan: (956) 631-5555 ext 401 / Fax Number: (956) 631-3394

Station Name: KGBT Ch. 4

- 1) Address: 9201 W. Expressway 83, Harlingen, Texas 78552
- 2) Frequency & Operating Hours: Channel 4 – 24 hrs
- 3) Contact Name: Roxanne Lerma-
- 4) Telephone Number: (956) 366-4422, (956) 421-4444
- 5) Contact Name: Henry Chu
- 6) Telephone Number: (956) 783-5428 ext 304 & 253
- 7) Fax Number: (956) 366-4490

Station Name: Channel 48

- 1) Address: 801 N. Jackson, McAllen, Texas 78501
- 2) Frequency & Operating Hours: Channel 48 – 24 hrs.
- 3) Contact Name: Jose Charles

- 4) Telephone Number: (956) 661-6116
- 5) Contact Name: Robert Zuniga
- 6) Telephone Number: (956) 687-4848
- 7) Cell phone: (956) 330-9799
- 8) Fax Number: (956) 687-6582
- 9) E-Mail Address: [feedback@ultravision.com](mailto:feedback@ultravision.com)

Station Name: KTLM Telemundo 40

- 1) Address: 3900 N. 10<sup>th</sup> Street, McAllen, Texas 78501
- 2) Telephone Number: (956) 686-0040
- 3) Fax Number: (956) 686-0770

## **2. Cable Television Company**

Name: Time Warner Communications

- 1) Address: 2921 S. Expressway, Harlingen, Texas 78550
- 2) Service Area: Roma to South Padre Island, Texas
- 3) Contact Name: Rolando Vela
- 4) Telephone Number: (956) 412-5456
- 5) Fax Number: (956) 425-5756
- 6) E-mail Address: [Rolando.vela@twcable.com](mailto:Rolando.vela@twcable.com)

**LOCAL WARNING & EMERGENCY INFORMATION MESSAGES**

1. This appendix provides two types of warning messages for a number of emergency situations.
  - A. Warning Messages. These messages alert the public to emergency situations and provide directions on what they should do and not do to protect themselves. As the time limit for warning messages transmitted via the Emergency Alert System (EAS) is approximately two minutes, and the capability of television warning displays is limited, warning messages are generally short and concise. Warning messages are generally disseminated through warning systems and broadcast every 15 minutes until they are canceled or replaced by an updated message
  - B. Special New Advisories. Special News Advisories amplify information contained in the warning messages, provide further information regarding an emergency situation, and may be used to provide information on impending threats that do not yet warrant public warning. Special News Advisories are generally sent to the media through normal communications channels for further dissemination to the public.
  - C. Warning messages and Special News Advisories have been pre-scripted to expedite timely dissemination; however, it may be necessary to modify the pre-scripted text and the additional information.
  - D. Copies of the messages in this appendix are maintained on computers in the Local Warning Point and the EOC.
2. The following warning messages and Special News Advisories are provided in this appendix:
  - A. Tab A: Warning Message – General Incident
  - B. Tab B: Warning Message – Road/Facility Closure
  - C. Tab C: Warning Message – Shelter-in-Place
  - D. Tab D: Special News Advisory – Pre-Evacuation Information
  - E. Tab E: Warning Message – Urgent Evacuation
  - F. Tab F: Warning Message – Mandatory Evacuation
  - G. Tab G: Special News Advisory – Supplemental Evacuation Information
  - H. Tab H: Special News Advisory – Schools & Public Facilities
3. General Guidance for Warning & Public Information Messages
  - A. Protective Action Areas. Areas in which protective actions, such as evacuation or shelter-in-place, are being implemented should be described with reference to obvious geographic features, such as roads and rivers, rather than with abstract descriptions such as a one mile radius of some intersection. The preferred method of describing the area should use compass directions and neighborhood and landmark names where appropriate.

Example:

*The area to be evacuated is north of Green Street, east of Olive St, south of James Road, and west of Rainy Road. This area includes the Green Tree and Hidden Hollow subdivisions and the Big Bargains Shopping Center.*

- B. Evacuation Routes. The description of evacuation routes should make it clear which direction(s) evacuees should go and which travel directions they should avoid.

Example:

*People who are west of Meridian Avenue should go west on Kingman Road or Exeter Drive. People who are east of Meridian Avenue should go east on 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> Streets or Easy Street. Do not leave the evacuation area by going north.*

### **Warning – General Incident**

1. The County Emergency Management Office has issued the following warning for those who live, work, or are visiting in Hidalgo County.
2. An emergency situation involving Hidalgo County is currently in progress at: [*Describe location by reference to facility name (if known), street and cross street, other geographic features (rivers, rail lines, etc.), and neighborhood name where appropriate*]
3. Emergency personnel are currently responding to this incident and local officials are monitoring the situation. To keep yourself safe and avoid impeding the emergency response, please avoid this area until further notice.
4. To repeat, an emergency situation involving Hidalgo County is currently in progress at: (*Repeat location in 2 above*). Please avoid this area.
5. Do not call 911 for information about the emergency situation. Instead, stay tuned to this station for additional official information.

### Warning – Road/Facility Closure

1. The Hidalgo County Emergency Management Office has issued the following warning for those who live, work, or are visiting in Hidalgo County:
2. It has been necessary to close certain local streets and highways due to:
  - ☐ flooding
  - ☐ heavy accumulations of snow and ice
  - ☐ fire / explosion
  - ☐ incident involving hazardous materials
  - ☐ Other:
3. As of \_\_\_\_\_ today, the following roads have been closed by law enforcement officials:

Street or Route \_\_\_\_\_

At or Between \_\_\_\_\_

Please avoid these routes.

4. ☐ If you must travel, use alternate routes, such as:
5. ☐ We recommend that you refrain from driving and remain at home due to the extremely bad travel conditions.
6. ☐ In addition, the following facilities have been closed due to the emergency situation:
7. Again, the roads and streets that have been closed are: *(Repeat list in 3 above)*
8. Please stay tuned to this station for additional information on the current emergency situation.

### **Warning - Shelter-in-Place**

1. The County Emergency Management Office has issued the following warning for those who live, work, or are visiting in Hidalgo County.
2. There has been an accidental release of hazardous material that is affecting a portion of the local area. People in the following area must take protective measures:

*[Describe area boundaries]*

3. If you are located in this area, do the following immediately in order to protect yourself:
  - A. Go inside your home, workplace, or the nearest building that appears to be reasonably airtight and stay there. Take your pets with you.
  - B. Close all doors, windows, and any fireplace dampers.
  - C. Turn off any heating or cooling system that draws in air from the outside.
  - D. Keep your radio on and tuned to receive emergency announcements and instructions
  - E. Gather items that you may need to take with you if you are advised to evacuate.
4. People traveling in vehicles should seek shelter in the nearest airtight structure. If a suitable structure is not immediately available, travelers should roll up car windows, close air vents, and turn off the heater or air conditioner until they reach a suitable building.
5. If shelter is not immediately available, keep a handkerchief, towel, or damp cloth snugly over your nose and mouth until you get indoors.
6. (If school is in session.)

☐ Students at the following school(s) are taking shelter at their schools:

Parents should not attempt to pick up students at school until the hazardous situation is resolved and they are advised it is safe to do so.

☐ Students at the following school(s) [have been/are being] evacuated to other facilities:

Parents should not attempt to pick up students from schools that have been evacuated. Local officials will provide information on where to pick up school children as soon as it is available.

7. If you know of any neighbors or co-workers with hearing or language problems or special needs, please advise them of this message.
8. Please do not call 911 or local emergency officials for information. Stay tuned to this station for additional information.



### Special News Advisory – Pre-Evacuation

1. The Hidalgo County Emergency Management Office has issued the following advisory for those who live, work, or are visiting in Hidalgo County.
2. Due to the threat of \_\_\_\_\_, it may be necessary for people who live, work or are visiting in the certain local areas to evacuate in the near future. This area(s) that may be at risk include:

*[Describe area boundaries]*

3. Evacuation is NOT being recommended at this time. Local officials will advise you if evacuation is necessary. However, you should be prepared to evacuate if needed. To prepare, you should:
  - A. Assemble the following emergency supplies:
    - Clothing for your family for several days
    - Bedding, pillows, and towels
    - Prescription medicines & spare eyeglasses
    - Soap and toiletries
    - Baby food and diapers
    - Your address book or list of important telephone numbers
    - Your checkbook, credit cards, and cash
    - Your drivers license and identification cards
    - A portable radio and flashlight.
  - B. You should also:
    - Gather suitcases, boxes, or bags to hold your emergency supplies.
    - Be prepared to secure your home or office and your property before you depart.
    - Ensure your car is in good shape and you have adequate fuel.
    - Decide where you will go if you have to evacuate. Make arrangements with relatives or friends or consider making hotel or motel reservations.
4. ☐ Potential evacuation routes from the area(s) at risk include:
5. ☐ Potential evacuation routes from the area(s) at risk are described in:
6. If you know of any neighbors or co-workers with hearing or language problems or special needs, please advise them of this message. And if you have neighbors or co-workers who do not have transportation, offer to assist them if you can.
7. We want to emphasize that this is a PRECAUTIONARY message about possible evacuation. Evacuation is NOT being recommended at this time.
8. Keep your radio or TV on and listen for further information about this situation. Please do not call 911 or local emergency officials for information as this ties up telephone lines needed for emergency operations.

### **Warning Message – Urgent Evacuation**

1. The Hidalgo County Emergency Management Office has issued the following warning for those who live, work, or are visiting in Hidalgo County.
2. Due to \_\_\_\_\_ that [threatens/is affecting a portion of the local area, the Hidalgo County Judge recommend that people in the following area evacuate immediately to protect their health and safety:
3. Recommended evacuation routes from the area(s) at risk include:
4. Be sure to take essential items such as:
  - prescription medicines
  - eyeglasses
  - identification cards
  - checkbook
  - credit cards
  - valuable papers

Do not delay your departure to collect other belongings.

5. Take your pets with you, but make sure you bring a leash, crate, or cage for them. Some shelters will not accept pets.
6. If you have no means of transportation or if you are physically unable to evacuate on your own, ask a neighbor to assist you.
7. If you know of any neighbors or co-workers with hearing or language problems or special needs, please advise them of this message. And if you have neighbors or co-workers who need help or do not have transportation, offer to assist them if you can.
8. Repeating, local officials recommend the people in the following area(s) evacuate now:  
*(Repeat the area description in paragraph 2 above.)*
9. Please do not use your telephone except to report a true emergency. Stay tuned to this station for more information and instructions from local officials.

### **Warning Message – Mandatory Evacuation**

1. The Hidalgo County Emergency Management Office has issued the following warning for those who live, work, or are visiting in Hidalgo County:
2. Due to \_\_\_\_, the Hidalgo County Judge, under Texas law, has ordered that people evacuate immediately the following area to protect their health and safety and the health and safety of possible rescuers:
3. Recommended evacuation routes from the area(s) at risk include:
4. Be sure to take essential items such as:
  - prescription medicines
  - eyeglasses
  - baby supplies
  - personal care items
  - identification cards
  - checkbook and credit cards
  - valuable papers

Listen to this station for more information on what you need to take with you. Secure your home before you depart.

5. Take your pets with you, but make sure you bring a leash, crate, or cage for them. Remember some shelters will not accept pets
6. Decide where you will stay until the emergency situation is resolved. Staying with relatives or friends or in a hotel or motel is a good choice.
7. If you can't stay with friends or relatives or find a motel room, listen to this station for more information on the locations of public shelters.
8. If you have no means of transportation or if you are physically unable to evacuate on your own, ask a neighbor to assist you.
9. If you know of any neighbors or co-workers with hearing or language problems or special needs, please advise them of this message. And if you have neighbors or co-workers who need help or do not have transportation, offer to assist them if you can.

10. Repeating, local officials, under Texas law, are ordering the people in the following area(s) to evacuate immediately: *(Repeat the area description in paragraph 2 above.)*
11. Please do not use your telephone except to report a true emergency. Stay tuned to this station for more information and instructions from local officials.

### **Special News Advisory – Supplemental Evacuation Information**

1. The County Emergency Management Office has issued the following advisory for those who live, work, or are visiting in Hidalgo County:
2. Due to the threat of \_\_\_\_\_, local officials have recommended that people who live, work or are visiting in the following areas evacuate to protect their health and safety:

*[Describe area boundaries.]*

3. Use the following evacuation routes: [list evacuation routes]
4. You should take the following emergency supplies with you:
  - clothing for your family for several days
  - bedding, pillows, and towels for each family member
  - prescription medicines & spare eyeglasses
  - soap and toiletries
  - baby food and diapers
  - address book or list of important telephone numbers
  - checkbook, credit cards, and cash
  - drivers license and identification cards
  - portable radio and flashlight, with extra batteries
5. Plan where you will stay until the emergency situation is resolved. Staying with relatives or friends or in a hotel or motel is a good choice.
6. If you cannot find another place to stay, temporary public shelters will be/have been opened at:
7. Take your pets with you, but make sure you bring a leash, crate, or cage for them as well as pet food.
8. Secure your property before you depart. Shut off all appliances, except refrigerators and freezers. Lock all doors and windows.
9. Expect travel delays on evacuation routes. If you have a substantial distance to drive, you may want to take drinks and ready-to-eat food in your car in case you are delayed.
10. If you have no means of transportation or if you are physically unable to evacuate on your own, ask a neighbor to help you.
11. If you have neighbors or co-workers, who need help or do not have transportation, offer to assist them if you can.

12. If you know of any neighbors or co-workers with hearing or language problems or special needs, please advise them of this message.
13. Please do not use your telephone except to report a true emergency. Stay tuned to this station for more information and instructions from local officials. If you missed some of the information in this advisory, it will be broadcast again soon.

### Special News Advisory – School & Public Facilities

1. The Hidalgo County Emergency Management Office has issued the following advisory for those who live, work, or are visiting in Hidalgo County.
2. The current emergency situation involving \_\_\_\_\_ has affected the operation of the number of local facilities. This advisory is intended to provide you an update on the status of schools, hospitals, nursing homes, and other key facilities.
3. ☐ All local public schools have been closed.
4. ☐ The following schools have been closed and students [are being/have been] returned to their homes:

5. ☐ The following schools have been evacuated and their students relocated to other facilities:

School \_\_\_\_\_ Students relocated to: \_\_\_\_\_

☐ Parents should pick up their children at these host facilities.

6. ☐ The following hospitals and nursing homes have been evacuated and their patients relocated to other facilities:

Facility \_\_\_\_\_ Patients relocated to: \_\_\_\_\_

7. ☐ The following government offices, parks, recreation areas, and other public facilities have been closed:
8. Please stay tuned to this station for more information and instructions from local officials.
9. ☐ And please refrain from using the telephone unless you have a true emergency.

|                                       |
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| <b>OUTDOOR WARNING SYSTEM DIAGRAM</b> |
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Hidalgo County does not have an outdoor warning system. However, we do have sirens located in our emergency vehicles. These sirens will be used to warn the public of any emergency. Cities within our jurisdictions do have outdoor warning systems that will also be used in an emergency.



# **ANNEX B**

# **COMMUNICATIONS**

## Hidalgo County

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Jurisdiction

## **APPROVAL & IMPLEMENTATION**

### **Annex B**

### **Communications**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency function signs the annex in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

## RECORD OF CHANGES

### Annex B

#### Communications

| Change #   | Date of Change | Entered By    | Date Entered |
|------------|----------------|---------------|--------------|
| XI b2      | 3-9-11         | Richard Ozuna | 3-9-11       |
| Appendix 1 | 3-9-11         | Richard Ozuna | 3-9-11       |
|            |                |               |              |
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# ANNEX B

## COMMUNICATIONS

### I. AUTHORITY

See Basic Plan, Section I.

### II. PURPOSE

This annex provides information about our communications equipment and capabilities available during emergency operations. Our entire communications system is discussed and procedures for its use are outlined.

### III. EXPLANATION OF TERMS

#### A. Acronyms

|       |                                                  |
|-------|--------------------------------------------------|
| CATV  | Cable TV                                         |
| COG   | Council of Government                            |
| DDC   | Disaster District Committee                      |
| EAS   | Emergency Alert System                           |
| EMP   | Electromagnetic Pulse                            |
| EOC   | Emergency Operations Center                      |
| FEMA  | Federal Emergency Management Agency              |
| IC    | Incident Commander                               |
| JIC   | Joint Information Center                         |
| NIMS  | National Incident Management System              |
| NRP   | National Response Plan                           |
| SOC   | State Operations Center                          |
| SOP   | Standard Operating Procedures                    |
| RACES | Radio Amateur Civil Emergency Service            |
| TLETS | Texas Law Enforcement Telecommunications System  |
| TRCIP | Texas Radio Communications Interoperability Plan |

#### B. Definitions

|                        |                                                  |
|------------------------|--------------------------------------------------|
| Local Computer Network | Local, Metropolitan, or Wide-Area Networks.      |
| State Warning Point    | Warning Point for the state operated by the SOC. |

### IV. SITUATION AND ASSUMPTIONS

#### A. Situation

1. As noted in the general situation statement in the basic plan, we are at risk from a number of hazards that could threaten public health and safety and personal and government property. A reliable and interoperable communications system is essential

to obtain the most complete information on emergency situations and to direct and control our resources responding to those situations.

2. The Dispatch/Communications Center is located at 711 E. El Cibolo Rd. Edinburg, Tx. It is staffed on a 24-hour basis by the Sheriff dispatcher. Equipment is available to provide communications necessary for emergency operations.

## **B. Assumptions**

1. Adequate communications are available for effective and efficient warning, response and recovery operations.
2. Any number of natural or manmade hazards may neutralize or severely reduce the effectiveness of communications currently in place for emergency operations.
3. Additional communications equipment required for emergency operations will be made available from citizens, business, volunteer organizations, and/or other governmental agencies.

|                                 |
|---------------------------------|
| <b>V. CONCEPT OF OPERATIONS</b> |
|---------------------------------|

## **A. General**

1. A common operating picture within our jurisdiction and across other jurisdictions provides the framework of our communications capabilities. This framework is made possible by interoperable systems. Extensive communications networks and facilities are in existence throughout Hidalgo County to provide coordinated capabilities for the most effective and efficient response and recovery activities. A diagram of the communications network is in Appendix 1.
2. Our existing communications network consisting of telephone, computer, teletype, and radio facilities will serve to perform the initial and basic communications effort for emergency operations. Landline circuits, when available, will serve as the primary means of communication with other communication systems as back up.
3. During emergency operations, all county departments will maintain their existing equipment and procedures for communicating with their field operations units. They will keep the EOC informed of their operations and status at all times.
4. To meet the increased communications needs created by an emergency, various state and regional agencies, amateur radio operators, and business/industry/volunteer group radio systems will be asked to supplement communications capabilities. These resource capabilities will be requested through local and regional mutual-aid agreements and/or the Disaster District, as required.

## **B. Activities by Phases of Emergency Management**

### **1. Prevention**

- a. Maintain a current technology based, reliable, interoperable, and sustainable communications system.
- b. Ensure warning communications systems meet jurisdictional needs.
- c. Ensure intelligence and other vital information networks are operational.
- d. Ensure integrated communications procedures are in place to meet the needs and requirements of Hidalgo County.

### **2. Preparedness**

- a. Review and update this communications annex.
- b. Develop communications procedures that are documented and implemented through communications operating instructions (include connectivity with private-sector and nongovernmental organizations).
- c. Thoroughly and continually review the system for improvement including the implementation and institutionalized use of information management technologies.
- d. Ensure communications requirements for Emergency Operations Center and potential Joint Information Center (JIC) are regularly reviewed.
- e. Review After Action Reports of actual occurrences and exercises and other sources of information for lessons learned.
- f. Ensure the integration of mitigation plans and actions into all phases of emergency management as applicable.
- g. Acquire, test, and maintain communications equipment.
- h. Ensure replacement parts for communications systems are available and make arrangement for rapid resupply in the event of an emergency.
- i. Train personnel on appropriate equipment and communication procedures as necessary.
- j. Conduct periodic communications drills and make communications a major element during all exercises.
- k. Review assignment of all personnel.
- l. Review emergency notification list of key officials and department heads.
- m. Provide the AT&T Telephone Company with a list of circuit restoration priorities for essential governmental systems.

### 3. Response

- a. Select communications personnel required for emergency operations according to the incident.
- b. Incident communications will follow ICS standards and will be managed by the IC using a common communications plan and an incident-based communications center.
- c. All incident management entities will make use of common language during emergency communications. This will reduce confusion when multiple agencies or entities are involved in an incident.
- d. Ensure emergency equipment repair on a 24-hour basis.
- e. Initiate warning procedures as outlined in Annex A, Warning, if required.

### 4. Recovery

All activities in the emergency phase will continue until such time as emergency communications are no longer required.

|                                                         |
|---------------------------------------------------------|
| <b>VI. ORGANIZATION AND ASSIGNMENT RESPONSIBILITIES</b> |
|---------------------------------------------------------|

#### **A. General**

1. Our emergency communications system is operated by the Sheriff's Office and includes a variety of government-owned and operated equipment as well as equipment owned and operated by certain volunteer groups. The departments, agencies, and groups that are part of our communications system are listed in Section VII.C.
2. The Sheriff will ensure that warning information received at our warning point, the Dispatch/Communications Center, is disseminated to county officials and, where appropriate, to the public. The responsibility of ensuring the communications system is operational and incorporates all available resources rests with the Sheriff, who may appoint a Communications Coordinator to carry out this task.

#### **B. Task Assignments**

1. Sheriff will:
  - a. Be responsible for all activities enumerated in this annex in Section V.B, Activities by Phases of Emergency Management.
  - b. Supervise the Communications Coordinator.
2. Communications Coordinator will:

- a. Coordinate common communications procedures.
  - b. Develop and maintain a communications resource inventory (See Annex M, Resource Management).
  - c. Ensure a communications capability exists between the Dispatch/Communications Center of the Sheriff's Office and the Emergency Operations Center to include coordination with the telephone company for installation of dedicated telephone lines into the Dispatch/Communications Center and/or EOC.
  - d. Ensure communication restoration procedures are developed.
  - e. Ensure that the local telephone company is forwarded a list of circuit restoration priorities.
  - f. Ensure procedures are in place for dissemination of message traffic.
  - g. Coordinate the inclusion of business/industry and amateur radio operators into the communications network.
  - h. Develop and maintain SOPs to include message-handling procedures and recall rosters for essential personnel.
3. Radio Operators will be:
- Responsible for proper use and maintenance of the equipment and for correct message handling procedures, including routing of all incoming messages and logging all incoming and out-going messages.
4. Public Information Officer will be:
- Responsible for monitoring commercial radio and telephone broadcasts for accuracy of public information.
5. Switchboard Operators will be:
- Responsible for proper screening and routing of all incoming telephone calls.

|                                   |
|-----------------------------------|
| <b>VII. DIRECTION AND CONTROL</b> |
|-----------------------------------|

**A. General**

- 1. The County Judge establishes general policies for emergency communications.
- 3. The Communications Coordinator is under the supervision of the Sheriff and is directly responsible for facilities, equipment, and operation of the Dispatch/Communications Center.



4. Communications personnel from individual departments and support agencies, while under control of their own department or agency and operating their own equipment, are responsible for knowing and following the procedures outlined in this annex.
5. During emergency situations involving multiple agencies and/or jurisdictions, the various code systems used for brevity will be discontinued and normal speech will be used to insure comprehension. In addition, local time will be used during transmissions.
6. During emergency situations, communications will be maintained between the Disaster District and the County EOC.

## **B. Continuity of Government**

Each department or agency with communications responsibilities shall establish a line of succession for communications personnel.

## **C. Existing Communications Systems**

1. Local Networks
  - a. Hidalgo County Sheriff's Office
  - b. Volunteer Fire Department
  - c. EOC
2. Other Networks
  - a. Texas Law Enforcement Telecommunications System (TLETS) is a statewide telecommunications network connecting the State Warning Point (the SOC), with approximately 1,292 city, county, state, federal, and military law enforcement agencies in Texas. Emergency communications between state, district, and local governments will be transmitted through this system. The Hidalgo County principal terminal is located at the Hidalgo County Sheriff's Office.
  - b. Joint Information Center (JIC), Joint Operations Center (JOC), and SOC.
  - c. Individual Amateur Radio Operators
  - d. Radio Amateur Civil Emergency Service (RACES) is a state sponsored program composed of amateur radio operators. It is used to supplement state and local government communications systems in emergencies or disaster operations.
  - e. Business/Industry/Volunteer Group Radio Systems

|                               |
|-------------------------------|
| <b>VIII. READINESS LEVELS</b> |
|-------------------------------|

## **A. Readiness Level IV - Normal Conditions**

See the prevention and preparedness activities in paragraphs V.B.1 and V.B.2 above.

## **B. Readiness Level III - Increased Readiness**

1. Alert key personnel.
2. Check readiness of all equipment and facilities and correct any deficiencies.

## **C. Readiness Level II – High Readiness**

1. Alert personnel for possible emergency duty.
2. Monitor situation of possible issuance of warning or alerts.

## **D. Readiness Level 1 – Maximum Readiness**

1. Institute 24-hour operations.
2. Conduct periodic communication checks.

|                                       |
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| <b>IX. ADMINISTRATION AND SUPPORT</b> |
|---------------------------------------|

## **A. Facilities and Equipment**

A complete listing of equipment is included in Appendix 1 of Annex M.

## **B. Maintenance of Records.**

All records generated during an emergency will be collected and filed in an orderly manner so a record of events is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.

## **C. Preservation of Records**

Vital records should be protected from the effects of disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible.

## **D. Communications Protection**

1. Radio
  - a. Electromagnetic Pulse (EMP)

One of the effects of a nuclear detonation that is particularly damaging to radio equipment is EMP. Plans call for the disconnection of radios from antennas and power source when an Attack Warning is issued. A portable radio unit will then be employed as a backup to maintain limited communications with field units. This procedure will be used until an All Clear is announced. Telephones will also be used while operable.

b. Lightning, Wind, and Blast

- 1) Standard lightning protection is used including arrestors and the use of emergency power during severe weather.
- 2) Damaged antennas can be quickly replaced with items purchased through Hidalgo County contracted vendors.
- 3) Mobile repeaters, kept in the Hidalgo County Sheriff's Office, can be quickly positioned at predetermined locations to resume radio communications in the event of damage to radio towers.

2. Telephone (Common Carrier)

a. Overloaded Circuits

To avoid overloaded circuits during emergencies, citizens will be advised to listen to EAS for information and to use telephones only if they have a genuine emergency. If overloaded circuits do become a problem, coordinate with the AT&T Telephone Company to begin immediate restoration of priority circuits.

b. Emergency Service

During major emergencies, a direct line to the AT&T Telephone Office is activated in the EOC for emergency service calls.

3. Computer Equipment and Facilities

The physical protection of computer equipment and facilities will be maintained under normal and emergency operations to help ensure continuity of communications.

**E. Security**

1. Measures will be taken to ensure that only authorized personnel will have access to the Dispatch/Communications Center.
2. Communications security will be maintained in accordance with national, state, and local requirements.

**F. Training**

1. Each organization assigning personnel to the EOC for communications purposes is responsible for making certain those persons are familiar with the agency's operating procedures.
2. The Sheriff will provide additional training on emergency communications equipment and procedures as necessary.

**G. Support**

If requirements exceed the capability of local communications resources, the county judge will request support from nearby jurisdictions or state resources from the Disaster District in McAllen.

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|---------------------------------------------|
| <b>X. ANNEX DEVELOPMENT AND MAINTENANCE</b> |
|---------------------------------------------|

- A. The Hidalgo County Sheriff will be responsible for maintaining this annex. Each agency will develop SOPs that address assigned tasks.
- B. This annex will be updated in accordance with the schedule outlined in Section X of the Basic Plan.

|                       |
|-----------------------|
| <b>XI. REFERENCES</b> |
|-----------------------|

- A. Federal Emergency Management Agency (FEMA), 1996. Guide For All-Hazard Emergency Operations Planning. (SLG-101)
- B. Division Of Emergency Management *Local Emergency Management Planning Guide*. (DEM-10)

## **APPENDICES**

Appendix 1..... Communications Diagram & Table

## **SUPPORTING DOCUMENTS**

- 1. Common Communications SOP
- 2. Communications Restoration Guide
- 3. Amateur Radio Support Agreement

# COMMUNICATIONS DIAGRAM

|                                                                                                                                                                                                                           |                                                                                                                        |                                                                                                                              |                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Police Dept. & Mobile Unit **<br>(154.950 T&R)<br>(155.370 T&R)<br>(155.300 T&R)                                                                                                                                          | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Tlets, Nlets<br>Local Comp. Network<br>Cell Phones | Shelters<br>Salvation Army<br>All Area Schools                                                                               | Cell Phones<br>Catv or Sat T.V.<br>Tel and/or Fax                                                                                                        |
| Sheriff **<br>(154.730 T)<br>(154.8150R)                                                                                                                                                                                  | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Tlets, Nlets<br>Local Comp. Network<br>Cell Phones | <b>EOC **</b><br>(154.950 T&R)<br>(155.370 T&R)<br>(159.300 T&R)<br>(155.340 T&R)<br>(154.190 T&R)<br>(154.295 T&R)          | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Tlets, Nlets<br>Local Comp. Network<br>Cell Phones<br>Satellite Phones (Mcallen) EM  |
| Texas DPS **<br>(154.950 T&R)<br>(155.370 T&R)<br>(159.300 T&R)                                                                                                                                                           | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Tlets, Nlets<br>Local Comp. Network<br>Cell Phones | Ntl. Weather Serv.<br>(162.400 R)                                                                                            | Radio (vhf) Broadcast Only<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones                                                 |
| Private Utilities **<br><b><u>Power and Light</u></b><br>AEP<br>Magic Valley<br><b><u>Rural Water Supply</u></b><br>La Joya Water<br>Nth Alamo Water<br>Sharyland Water<br>Phone Service<br>ATT<br>Verizon<br>Velly Tele. | Telephone Dispatched<br>Catv or Sat T.V.<br>Tel and/or Fax<br>Local Comp. Network                                      | Fire Dept. & Mobile Units **<br>(154.190 T&R)<br>(154.295 T&R)<br>(154.950 T&R)                                              | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones<br>Satellite Phones (Mcallen) EM                  |
| Hospital **<br>(155.340 T&R)                                                                                                                                                                                              | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones                 | Public Works **<br>H.C. Pct 1 24hr Tele.<br><br>H.C. Pct 2 24hr Tele<br><br>H.C. Pct 3 24hr Tele<br><br>H.C. Pct 4 24hr Tele | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones<br>###Phone Dispatch<br>Due to Trunked Radio Sys. |
| Red Cross **<br>(956-787-7851)<br>Telephone Dispatched                                                                                                                                                                    | Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones                                             | Airport ** (159.300 T&R)<br>Weslaco (969-0291)<br>Edinburg (none)<br>McAllen (682-9101)                                      | Radio (vhf, uhf, 800mhz) or Higher<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones<br>Satellite Phones (Mcallen) EM        |
| Hidalgo Co. Fire marshal**<br>(154.770 T)<br>(155.625 R)                                                                                                                                                                  | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones                 | Engineering **<br>(453.625 T&R)                                                                                              | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Local Comp. Network<br>Cell Phones                                                   |
| <b>** Indicates Internet access and E-mail</b><br><b>(T) Indicates Transmit Only Freq.</b><br><b>(R) Indicates Receive only Freq.</b><br><b>(T&amp;R) Indicates Transmit &amp; Receive Freq.</b>                          |                                                                                                                        | I.C. Post**<br>(154.950 T&R)<br>(154.370T&R)<br>(154.300 T&R)<br>(154.340 T&R)<br>(154.190 T&R)<br>(154.295 T&R)             | Radio (vhf, uhf, 800mhz)<br>Catv or Sat t.v.<br>Tel. and/ or Fax<br>Tlets, Nlets<br>Local Comp. Network<br>Cell Phones<br>Satellite Phones (Mcallen) EM  |

Appendix 1 to Annex B

| FACILITY                                              | COMMUNICATIONS              |               |       |       |                  |             |                |                     |                              |                    |
|-------------------------------------------------------|-----------------------------|---------------|-------|-------|------------------|-------------|----------------|---------------------|------------------------------|--------------------|
|                                                       | Cable TV<br>Or<br>Satellite | Phone/<br>Fax | TLETS | RACES | Radio<br>VHF/UHF | Radio<br>HF | Cell<br>Phones | Satellite<br>Phones | Local<br>Computer<br>Network | Internet<br>E-mail |
| Airport                                               | X                           | X             |       |       | X                |             | X              |                     |                              | X                  |
| Department of<br>Public Safety                        | X                           | X             | X     |       | X                | X           | X              | X                   |                              | X                  |
| Drainage<br>Department                                | x                           | X             |       |       | X                |             | X              |                     | X                            | X                  |
| EOC                                                   | X                           | X             | X     | X     | X                | X           | X              | X                   | X                            | X                  |
| External Customers<br>(Citizens, Private<br>Industry) | X                           | X             |       |       | X                |             | X              |                     |                              | X                  |
| Fire Department &<br>Mobile Units                     | X                           | X             |       |       | X                |             | X              | X                   | X                            | X                  |
| Hospital                                              | X                           | X             |       |       | X                |             | X              |                     |                              | X                  |
| Private Utilities                                     | X                           | X             |       |       | X                |             |                |                     | X                            | X                  |
| National Weather<br>Service                           | X                           | X             |       |       | X                |             | X              |                     | X                            | X                  |
| Police Department<br>& Mobile Units                   | X                           | X             | X     |       | X                |             | X              | X                   | X                            | X                  |
| Precincts                                             | X                           | X             |       |       | X                |             | X              |                     | X                            | X                  |
| Red Cross                                             |                             | X             |       |       | X                |             | X              |                     |                              | X                  |
| Shelters                                              |                             | X             |       |       | X                |             |                |                     |                              |                    |
| Sheriff's Office                                      | X                           | X             | X     |       | X                |             | X              |                     | X                            | X                  |

**ANNEX C**

**SHELTER  
&  
MASS CARE**

**Hidalgo County**

# APPROVAL AND IMPLEMENTATION

## Annex C

### Shelter & Mass Care

This annex is hereby approved for implementation and supersedes all previous editions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE:** The signature(s) will be based upon local administrative practices. Typically, the annex is signed by the individual having primary responsibility for this emergency function in the first signature block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.



# RECORD OF CHANGES

## Annex C

### Shelter & Mass Care

| Change # | Date of Change | Entered By | Date Entered |
|----------|----------------|------------|--------------|
|          |                |            |              |
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## **ANNEX C**

### **SHELTER & MASS CARE**

#### **I. AUTHORITY**

See Basic Plan, Section I.

#### **II. PURPOSE**

The purpose of this annex is to outline organizational arrangements, operational concepts, responsibilities, and procedures to protect evacuees and others from the effects of an emergency situation by providing shelter and mass care.

#### **III. EXPLANATION OF TERMS**

##### **A. Acronyms**

|       |                                                 |
|-------|-------------------------------------------------|
| ARC   | American Red Cross                              |
| DDC   | Disaster District Committee                     |
| DWI   | Disaster Welfare Inquiry                        |
| EMC   | Emergency Management Coordinator                |
| EOC   | Emergency Operations or Operating Center        |
| FEMA  | Federal Emergency Management Agency             |
| HHSC  | Health and Human Services Commission            |
| NIMS  | National Incident Management System             |
| PIO   | Public Information Officer                      |
| SOPs  | Standard Operating Procedures                   |
| TLETS | Texas Law Enforcement Telecommunications System |
| TSA   | The Salvation Army                              |
| USDA  | United States Department of Agriculture         |

##### **B. Definitions**

Mass Care. Providing assistance to those who have been displaced from their homes and others affected by a hazardous situation or the threat of such a situation. Mass care for these individuals includes providing food, basic medical care, clothing, and other essential life support services.

Welfare Inquiries. Welfare inquiries are requests from relatives, friends, employers, or others for information on the status of persons in an area affected by a emergency situation who cannot be located because they have evacuated, become separated from their families, or cannot be contacted by normal means of communications. Registration of disaster victims at shelters provides some of the information needed to answer welfare inquiries. For emergency situations that extend beyond several days, the American Red Cross may activate a Welfare Inquiry system [known in many other states as a Disaster Welfare Inquiry (DWI) system] to handle such inquiries.

Shelter. Short term lodging for evacuees during and immediately after an emergency situation. Shelters are generally located away from known hazards. Mass care operations are typically conducted in shelters.

Special Needs Individuals/Groups. Includes the elderly, medically fragile, mentally and/or physically challenged or handicapped, individuals with mental illness, and the developmentally delayed. These groups may need to have specially trained health care providers to care for them, special facilities equipped to meet their needs, and may require specialized vehicles and equipment for transport. This population requires specialized assistance in meeting daily needs and may need special assistance during emergency situations.

#### **IV. SITUATION AND ASSUMPTIONS**

##### **A. Situation**

1. Our Hazard Summary in Section IV.A of the Basic Plan identifies a number of threats that could make necessary evacuation of some portions of the county. Evacuees from other jurisdictions may also seek refuge in our area. Our area is an expected destination for hurricane evacuees from Cameron County. Each of these situations may generate a need for shelter and mass care operations in our area.
2. We have the ultimate responsibility for providing shelter and mass care to protect local residents displaced from their homes and others who evacuate into our jurisdiction due to emergency situations.
3. Shelter and mass care needs may range from very short term operations for a limited number of people where the primary objective is to provide protection from the weather, comfortable seating, and access to rest rooms to more lengthy operations for large number of evacuees where feeding, sleeping, and shower facilities are desirable and a variety of assistance must be provided to evacuees.
4. The American Red Cross (ARC) has been chartered under federal law to provide mass care to victims of natural disasters. Hence, our efforts should be coordinated with the ARC, which will normally operate shelter and mass care operations insofar as its capabilities permit.
  - a) The ARC signs agreements with local governments, school districts, churches, and other organizations to use their facilities for shelter and mass care operations. The ARC identifies suitable shelter facilities based on a set of standards, maintains a list of potential shelters, maintains shelter kits, and trains shelter management personnel.
  - b) Local governments and the ARC and other volunteer groups may also sign agreements relating to the operation of shelter and mass care and feeding facilities when needed; such agreements detail the responsibilities of both the volunteer group and the local government. See Appendix 2 for pertinent local agreements.
5. If ARC services are not available, other volunteer organizations and religious groups may open shelters. Some of these organizations and groups coordinate their efforts with the

ARC, while others may operate these facilities themselves and assume full responsibility for them.

## **B. Assumptions**

1. Shelters may have to be opened with little notice. Until the ARC personnel arrive and assume responsibility for managing such shelters, local government personnel may have to manage and coordinate shelter and mass care activities.
2. Volunteer organizations that normally respond to emergency situations will assist in shelter and mass care operations.
3. If additional resources are needed to conduct shelter and mass care operations, support may be requested pursuant to inter-local agreements and from state and federal emergency management agencies. When requested by a local jurisdiction, the Governor may authorize the use of military forces to support shelter and mass care operations.
4. Facilities planned for shelter and mass care use will be available at times of need.
5. When evacuation is recommended during an emergency situation, approximately 80 percent of those for whom evacuation has been recommended will evacuate. The vast majority of evacuees will seek refuge with friends or relatives or go to commercial accommodations rather than a public shelter. In addition, some people who are not at risk may spontaneously evacuate and some of those individuals may seek public shelter.
6. For hazards that are highly visible or extensively discussed in the media, people may evacuate prior to an official recommendation to do so. Hence, shelter and mass care operations may have to commence early in an emergency situation.
7. Essential public and private services will be continued during shelter and mass care operations. However, for a major evacuation that generates a large-scale shelter and mass care operation, normal activities at schools, community centers, churches, and other facilities used as shelters may have to be curtailed.

|                                 |
|---------------------------------|
| <b>V. CONCEPT OF OPERATIONS</b> |
|---------------------------------|

## **A. General**

1. We are responsible for developing a plan, integrating the concepts of the National Incident Management System (NIMS), for coordinating and providing mass care services to persons affected by a disaster. The requirements for services may vary depending upon the nature, type, and level of the emergency. We will work closely with volunteer organizations that provide shelter and mass care support to determine the availability of shelter and feeding facilities, encourage facility owners to sign agreements for use of those facilities, and encourage facility owners to allow their personnel to participate in shelter management training.

2. The Incident Commander or the emergency management staff is expected to determine the need for opening shelters and commencing mass care operations based on the emergency situation that prevails.
3. The County Judge or EMC may request the opening of shelters and recommend the closing of shelters when they are no longer required. These actions should be coordinated with the ARC and other shelter providers. A list of potential shelters is provided in Appendix 1. The County Judge may further assign tasks and responsibilities to support shelter and mass care efforts.
4. The county, in cooperation with volunteer disaster assistance organizations, will provide temporary shelter and essential life support services for people displaced from their homes.
5. The ARC and other private disaster assistance organizations will be called upon to:
  - a) Open and temporary shelters for the displaced population.
  - b) Activate or organize shelter teams and provide shelter kits.
  - c) Register those occupying public shelters.
  - d) Provide feeding, emergency first aid, and other basic life support needs for those occupying temporary shelters.
  - e) For extended shelter operations, activate a disaster welfare inquiry systems
6. Provide periodic reports on the status of shelter and mass care operations. In some disasters, the federal government may be requested to provide emergency housing. Disaster victims will be encouraged to obtain housing with family or friends or in commercial facilities. To the extent possible, local government will assist and coordinate post-disaster housing needs of the homeless.
7. See Appendix 3 for local hurricane reception and care planning information.

## **B. Shelter**

1. Shelter Selection. The ARC publishes standards for temporary shelters. The following criteria may be useful in screening facilities to determine which merit more detailed inspection:
  - a) Must be structurally sound and in a safe condition.
  - b) Must not be located in an area subject to flooding or where flooding can cut off access to the facility.
  - c) Must not be in a hazardous materials risk area.
  - d) Should have adequate sleeping space.
  - e) Should have sufficient restrooms for the population to be housed.
  - f) Should have adequate climate control systems.
  - g) Kitchen/feeding area is desirable.
  - h) Shower facilities are desirable if the facility will be used for more than one day.
  - i) Telephone service is essential.
  - j) Adequate parking is desirable.

The Shelter Officer should coordinate with the ARC and other volunteer organizations in identifying potential shelters and developing the shelter list in Appendix 1 to ensure that issues of interest to local government are considered in the shelter selection process.

## 2. Shelter Facilities:

- a) The ARC executes agreements with building owners for use of structures as shelters and normally inspects the facilities it plans to use to determine their capacities and the availability of various types of equipment.
- b) Schools are the most frequently used shelters because they generally have substantial space, a feeding capability, sufficient restrooms, and adequate climate control systems. Those who wish to utilize schools for sheltering must secure permission in writing from school officials.
- c) Community centers and churches are also frequently used as shelters. Permission to use these facilities or any other facilities for disaster operations should also be secured in writing from the owners or operators of those facilities.
- d) In most shelters, evacuees must sleep on the floor there are generally no cots immediately available. Public information messages should highlight this situation and encourage those who plan to take refuge in a public shelter to bring bedding.

## 3. Shelter Operations

- a) The specific facilities that will be used for sheltering and feeding during an emergency will depend on the needs of the situation, the status of available facilities, the location of the hazard area, and the anticipated duration of operations. Shelters are typically opened and closed based on need. When occupancy of existing shelters reaches 75 to 80 percent, consideration should be given to opening an additional facility.
- b) It is generally more effective in terms of resource utilization to operate a few medium to large shelters than a large number of small facilities.
- c) Shelters should be managed by individuals with shelter management training, *preferably individuals who work in the facility on a daily basis*. The ARC and the Shelter Officer will jointly maintain a listing of trained shelter and mass care facility managers in the local area.
- d) To ensure consistency in shelter activities, it is desirable that all shelters follow a general set of operating guidelines. When the ARC opens a shelter, ARC policies guide how the facility is staffed and operated.
- e) Shelter managers are expected to provide periodic reports on the number of occupants and the number of meals served. Volunteer groups operating shelters may also be required to report this information through their organizational channels.
- f) Local government is responsible for providing the following support for shelter operations:
  - 1) Security and, if necessary, traffic control at shelters.

- 2) Fire inspections and fire protection at shelters.
  - 3) Transportation for food, shelter supplies, and equipment if the organization operating the shelter cannot do so.
  - 4) Transportation of shelter occupants to feeding facilities, if necessary.
  - 5) Basic medical attention, if the organization operating the shelter cannot do so.
- g) Evacuees normally return to their homes as soon as the danger has passed. Hence, most shelters are closed quickly and returned to normal use. However, some evacuees may be unable to return to their homes due to damage or destruction. It may be necessary to have one or more shelters remain open for an extended period until those who cannot return to their residences can be relocated to motels, rental units, mobile homes, and other types of temporary lodging. Such extended use facilities should have showers and on-site feeding; cots should be provided.

### C. Mass Care

Mass care includes the registration of evacuees, feeding of evacuees and emergency workers, and provision of other life support needs for shelter occupants.

#### 1. Registration

- a) The purpose of registration is to be able to respond to inquiries about the status of evacuees, monitor health concerns, and provide a basis for post-emergency follow-up support.
- b) The ARC will assist local government in the registration of evacuees who are housed in ARC shelters. The Shelter Officer should coordinate with other organizations that operate shelters to ensure that evacuees occupying those facilities are registered and information provided to the EOC.

#### 2. Feeding:

- a) Both fixed facilities and mobile units may be used for preparing and serving meals. Fixed facilities include schools, churches, and civic buildings serving as shelters. The ARC, TSA, and other disaster relief agencies may also deploy self-contained mobile feeding units to supplement fixed feeding facilities.
- b) The U.S. Department of Agriculture (USDA), through the Health and Human Services Commission (HHSC), food banks, and commercial facilities provides USDA commodities used in preparing meals or for distribution to disaster victims.
- c) If a school is used as a congregate feeding site, the school may use USDA commodities already on its shelves to prepare meals for mass care operations. USDA will replace them or credit their entitlement dollars as long as school officials provide HHSC with an itemized list of which commodities were used and daily meal counts. USDA commodities **may not** be used without prior approval from HHSC. The request must come from the ARC. Form FCS-292, which is a report of commodity distribution, must be completed by school officials within 30 days after the termination of assistance to the disaster victims. Also HHSC will arrange to have additional USDA commodities shipped to the feeding site, if necessary, either directly from USDA or one of the HHSC warehouses.

### 3. Other Needs

In addition to the provision of shelter and mass care services, evacuees may need assistance with clothing, basic medical attention, prescription medicines, disaster mental health services, temporary housing, and other support services. Some of these services may be provided by the same volunteer organizations that are operating shelters. In other cases, the Shelter Officer will have to identify the needs of those in public shelters to the Human Services Officer, who may be able to arrange for assistance from other volunteer organizations and agencies. Many human services programs also serve disaster victims that have not been evacuated from their homes. A description of human services programs and procedures for requesting human services support are provided in Annex O (Human Services).

## D. Special Needs Groups and Individuals

1. Special facilities include hospitals, nursing homes, group homes, and correctional institutions. Such facilities are responsible for the welfare and safety of their clients, who may need specially trained staff to care for them and special equipment and facilities to meet their needs. Institutions supporting special needs populations are required by state and federal regulations to have disaster preparedness plans that provide for evacuation and relocation of the institution's population to comparable facilities in an emergency.
2. Mass care shelters for the general population are not staffed or equipped to handle special needs groups. These groups, particularly medical patients and prisoners, should not be relocated to shelters used by the general public. In the event that special facilities encounter difficulty in evacuating and relocating their clients, local officials may need to assist those facilities in arranging transportation and in locating suitable reception facilities. It may also be necessary to assist in relocating some medical patients who are living at home.
3. Public shelters can generally accommodate individuals with special needs who require minimal care and are attended by their families or other caregivers.

## E. Handling of Pets

1. Evacuees who go to the homes of relatives or friends or commercial accommodations with their pets do not normally pose difficulties during an evacuation. However, evacuees with pets seeking public shelter can create potential problems. For health reasons, pets are not allowed in emergency shelters operated by the ARC and most other organized volunteer groups. However, a number of studies have indicated that some people, particularly the elderly, will not leave their homes if they cannot take their pets with them. Hence, it is desirable to make reasonable arrangements for evacuees who come to public shelters with pets. The Animal Control Officer should coordinate these arrangements.
2. Depending on the situation, we will use one or more of the following approaches to handle evacuees arriving with pets:
  - a) Provide pet owners information on nearby kennels, animal shelters, and veterinary clinics that have agreed to temporarily shelter pets.



- b) Direct pet owner to a public shelter that has covered exterior corridors or adjacent support buildings where pets on leashes can in carriers may be temporarily housed.
- c) Set up temporary pet shelters at the Fairgrounds, the Stock Show barns, the Exposition Center/other.

#### **F. Public Information**

1. The public information staff is expected to develop emergency public information messages to advise those who are or will be evacuating of the location of public shelters and general shelter policies.
2. The public information staff should also provide information on the emergency situation to shelter managers so they can pass such information on to shelter occupants.

#### **G. Welfare Inquiries**

We will attempt to answer disaster welfare inquiries to the extent possible using the registration data obtained at shelters and other facilities. The Shelter Officer will respond to inquiries until the ARC can assume that function. For more information on Welfare Inquiries, see Section IX.E of this annex.

#### **H. Actions by Phases of Emergency Management**

1. Mitigation:
  - a) Identify volunteer organizations that could assist in shelter and mass care operations and develop cooperative agreements.
  - b) In coordination with volunteer organizations, identify suitable shelters and feeding facilities.
  - c) Sign agreements with volunteer organizations authorizing use of local government facilities for shelter and mass care operations.
  - d) Encourage schools, churches, and volunteer groups to sign written agreements for use of their facilities as emergency shelters.
2. Preparedness:
  - a) Send selected local officials to shelter management training and encourage those organizations or agencies that will be making their facilities available for use as shelters to send their personnel to such training.
  - b) In coordination with volunteer organizations, identify potential shelters, and develop general shelter and mass care procedures for the local area.
  - c) Coordinate basic communication and reporting procedures.
  - d) Develop facility setup plans for potential shelters.
  - e) Identify population groups requiring special assistance during an emergency (i.e., senior citizens, special needs, etc.) and ensure that preparations are made to provide assistance.

3. Response:

- a) Open and staff shelters and mass care facilities.
- b) Provide information to the public on shelter locations and policies.
- c) Assist in the registration of evacuees.
- d) Provide food, clothing, first aid, and other essential services to evacuees.
- e) Maintain communications between mass care facilities and EOC.
- f) Provide periodic reports on shelter occupancy and meals served.
- g) Provide information to victims needing additional services.

4. Recovery:

- a) Assist evacuees in returning to their homes if necessary.
- b) Assist those who cannot return to their homes with temporary housing.
- c) Deactivate shelters and mass care facilities and return them to normal use.
- d) Inform public of any follow-on recovery programs that may be available.

|                                                              |
|--------------------------------------------------------------|
| <b>VI. ORGANIZATION &amp; ASSIGNMENT OF RESPONSIBILITIES</b> |
|--------------------------------------------------------------|

**A. General**

- 1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will carry out shelter and mass care operations.
- 2. Operations will be organized in accordance with NIMS guidelines.
- 3. We expect to be assisted by the ARC, other volunteer organizations active in disaster, and local volunteer groups and charitable organizations in conducting shelter and mass care operations. The Shelter Officer is responsible for coordinating the efforts of local government, volunteer groups, and other agencies involved in shelter and mass care operations.

**B. Task Assignments**

- 1. The County Judge will:
  - a) Direct the opening of local shelter and mass care facilities and the closing of such facilities when they are no longer needed.
  - b) Approve release of emergency public information materials on shelter locations and guidance on what people should bring and not bring to public shelters prepared by the public information staff.
  - c) Coordinate shelter and mass care efforts with other local governments, where appropriate.
  - d) Request shelter and mass care support from other local governments or the State if local resources are insufficient.

2. The EMC will:

- a) Coordinate shelter and mass care planning with the Shelter Officer, the PIO, the Human Services Officer, other local officials, and volunteer organizations.
- b) When the situation warrants, recommend to the County Judge that shelter and mass care operations be implemented. Recommendations on the number of facilities to be activated and specific facilities to be used should be coordinated if possible with the volunteer organizations that will operate those facilities.
- c) Coordinate with the functional managers in the EOC to provide support for shelter and mass care activities.
- d) Receive reports on shelter and feeding operations from the Shelter & Mass Care Officer. During major emergencies, summarize shelter and mass care activities in the periodic Situation Report; see Annex N, Direction & Control, concerning this report.
- e) When conditions warrant, recommend to the County Judge that shelter and mass care facilities be closed

3. The Incident Commander will:

Identify requirements for shelter and mass care support needed as a result of an evacuation.

4. The Volunteer Coordinator shall serve as Shelter Officer and will:

- a) Identify volunteer organizations that are willing to support local shelter and mass care activities. See Appendix 1 to Annex O.
- b) In coordination with volunteer organizations that normally operate shelters and feeding facilities, identify potential shelter and mass care facilities. See Appendix 1 to this annex.
- c) Develop emergency agreements with volunteer groups for the use of facilities owned by local government as shelters and encourage other agencies, organizations, and groups that have suitable facilities to sign similar agreements.
- d) Develop cooperative agreements with volunteer organizations relating to shelter and mass care support. See Appendix 2 for pertinent information.
- e) Coordinate and disseminate common shelter operating guidelines to volunteer organizations operating shelters.
- f) Ensure mass care facilities are adequately staffed and equipped.
- g) Coordinate mass feeding where needed. Coordinate with HHSC officials for supplementary food stocks from USDA sources if required.
- h) Identify requirements for human services support for evacuees in shelters to the Human Services Officer.
- i) Identify requirements for facility security and fire protection requirements for shelters to law enforcement agencies and the fire service.
- j) Coordinate resource support for shelter operations.
- k) Receive reports on shelter and mass care operations and provide summary information for inclusion in the periodic Situation Report.
- l) Respond to disaster welfare inquiries until that function is assumed by the ARC.

5. Shelter Managers will:

- a) Staff and open shelters and keep them operating as long as necessary.
- b) Register shelter occupants and assist in answering disaster welfare inquiries.
- c) Arrange for mass feeding if required.
- d) Identify additional resource requirements to the Shelter Officer.
- e) Coordinate with the Shelter Officer to provide individual and family support services as needed.
- f) Submit a daily mass care facility status report to the Shelter Officer that indicates the number of shelter occupants, the number of meals served, and the condition of the facility, and also identifies any problem areas.
- g) Maintain records of supplies received and expended.
- h) When directed, terminate operations, turn in equipment and unused supplies, return the facility to its original condition, and submit a final report mass care facility status report.

6. The County Sheriff will:

- a) Provide security and law enforcement at shelter and mass care facilities.
- b) Provide back-up communications, if needed.

7. The Fire Marshal will:

- a) Inspect shelter and mass care facilities for fire safety.
- b) Provide and maintain shelter fire extinguishers.
- c) Train shelter management personnel in fire safety and fire suppression.

8. The Transportation Officer will:

- a) Arrange transportation for evacuees in shelters to feeding sites if necessary.
- b) Arrange transportation for shelter equipment, food, clothing, blankets, comfort kits, and other shelter supplies to shelter and mass care facilities.
- c) Upon request, provide transportation for return of evacuees without vehicles to their homes.

9. The Health and Medical Officer will:

- a) Coordinate basic medical assistance for individuals in mass care facilities.
- b) Monitor health and sanitation conditions in mass care facilities.

10. The Human Services Officer will:

- a) Coordinate provision of clothing, blankets, personal care items and other items to evacuees.
- b) Upon request, coordinate disaster mental health services for occupants of mass care facilities.

11. The PIO will:

- a) Provide information to the public on the locations of shelters and shelter operating policies.
- b) Provide updates on the emergency situation to shelter managers to be passed on to shelter occupants.
- c) Provide public information on closure of shelters and return of evacuees to their homes.

12. The Animal Control Officer will:

- a) Coordinate arrangements to provide temporary facilities for evacuees arriving at shelter and mass care facilities with pets.
- b) Be prepared to provide shelter managers with information on procedures for handling evacuees with pets.

13. The American Red Cross

Pursuant to a cooperative agreement between the ARC and us, the ARC has agreed to do the following:

- a) Staff and operate shelter and mass care facilities.
- b) Register evacuees.
- c) Provide mass feeding for victims and emergency workers.
- d) Provide emergency assistance for other essential needs.
- e) Process inquiries from concerned families outside the disaster area.

14. School Districts will:

Shelter students in school buildings when the situation warrants.

15. Utility Services will:

To the extent possible, ensure power, water supply, and sanitary services are operable at shelter and mass care facilities during emergency conditions.

16. Other Volunteer Groups

The following groups have agreed to provide the services indicated:

- **LDS (Latter Day Saints)**- Hygiene kits, clothes and blankets.
- **Food Bank of the RGV**- Supplies various food pantries across the region with food.
- **Salvation Army** – Serves as local shelter. Also has cleaning supplies, clothing and mattress.

## **VII. DIRECTION AND CONTROL**

### **A. General**

1. The County Judge shall establish priorities for and provide policy guidance for shelter and mass care activities.
2. The County Judge/EMC will provide general direction to the Shelter Officer regarding shelter and mass care operations.
3. The Shelter Officer will plan and manage the conduct of shelter and mass care activities, coordinating as necessary with volunteer organizations that participate in shelter operations or mass feeding and other departments and agencies.
4. Shelter and feeding facility managers will be responsible for the operation of their individual facilities.
5. Methods of direction and control will be consistent with NIMS guidelines.

### **B. Line of Succession**

1. The line of succession for the Shelter Officer is:
  - a. Chief Administrator from County Judge's Office
  - b. Assistant Chief Administrator from County Judge's Office
  - c. Executive Assistant from County Judge's Office
2. The line of succession for other shelter and mass care personnel will be in accordance with existing policies and SOPs.

## **VIII. READINESS LEVELS**

### **A. Level 4: Normal Conditions**

See the mitigation and preparedness activities in sections V.H.1 and V.H.2 of this annex.

### **B. Level 3: Increased Readiness**

1. Alert key staff and volunteer organizations involved in shelter and mass care activities of threat.
2. Review personnel availability and assignments.
3. Assess potential shelter and mass care requirements.
4. Review and update lists of lodging and feeding facilities and check on availability of facilities.
5. Monitor the situation

## **B. Level 2: High Readiness**

1. Place staff on standby and make preliminary assignments. Identify personnel to staff the EOC when activated.
2. Update estimate of shelter and mass care requirements.
3. In coordination with volunteer organizations, check on availability of facilities and identify facilities that will actually be used.
4. In coordination with volunteer organizations, develop tentative shelter and feeding facility opening sequence
5. Identify requirements for pre-positioning equipment and supplies.
6. Draft information for release to the public concerning shelter locations.

## **C. Level 1: Maximum Readiness**

1. Deploy selected personnel to the EOC to monitor the situation and support precautionary activities. Place other staff on-call.
2. Update estimate of shelter and mass care requirements.
3. In coordination with volunteer organizations, update potential facility use plans and tentative facility opening sequence.
4. In coordination with volunteer organizations, develop updated staff assignments for emergency operations.
5. Consider precautionary staging of personnel, equipment, and supplies.
6. Coordinate with the Communications Officer on anticipated communications requirements.
7. Coordinate with the Transportation Officer on anticipated transportation requirements.
8. If appropriate, provide the public information about potential shelter locations.

|                                       |
|---------------------------------------|
| <b>IX. ADMINISTRATION AND SUPPORT</b> |
|---------------------------------------|

## **A. Records**

1. Shelter and feeding facility managers shall maintain a record of supplies received and expended. Copies of these records will be provided to the Shelter Officer, who shall maintain a consolidated file.

2. Documentation of Costs. All departments and agencies will maintain records of personnel and equipment used and supplies expended during shelter and mass care operations as a basis for possible cost recovery from a responsible party or insurer or possible reimbursement of expenses by the state or federal government.

## **B. Reports**

1. Shelter Managers will report occupancy and number of meals served figures to the Shelter Officer in the EOC daily.
2. The EOC will include shelter occupancy information in the periodic Situation Report sent to the Disaster District and other agencies. Information on the Situation Report is provided in Annex N, Direction & Control.
3. The ARC and other volunteer groups may also report shelter and feeding information through their organizational channels.

## **C. Training & Exercises**

1. The EMC will coordinate with the ARC to insure that shelter management and other appropriate training is made available to local officials and volunteers who participate in shelter and mass care activities. All departments and organizations should ensure that their personnel are trained to accomplish the tasks assigned to them.
2. Emergency exercises shall periodically include a shelter and mass care scenario based on the hazards faced by this jurisdiction. Volunteer organizations that participate in shelter and mass care operations shall be invited and encouraged to participate in such exercises.

## **D. Communications**

The primary communications between shelter and mass care facilities and the EOC will be by telephone. If telephones cannot be used, radios should be provided; amateur radio operators may be able to assist with communications needs.

## **E. Welfare Inquiries**

1. We will attempt to respond to disaster welfare inquiries until the ARC can establish a Welfare Inquiry system to answer requests from relatives and friends concerning the safety and welfare of evacuees or those in disaster areas. The Welfare Inquiry system uses information from shelter lists, casualty lists, hospitals, and other sources to aid in family reunification and in responding to inquiries from immediate family members from outside the affected area about the status of their loved ones. A Welfare Inquiry system may not be established in short duration emergency situations.
2. Mass care facilities assist in Welfare Inquiries by gathering information on disaster victims through registration of victims at shelters. Assistance may also include the distribution of postcards to shelter residents for their use in contacting family members outside the affected area. The organization of the Welfare Inquiry function may vary considerably. For a small-scale operation, the local ARC chapter may provide assistance. For a large



operation, a Welfare Inquiry team may be established. The need for the Welfare Inquiry function and its composition depend on factors such as the number of families affected, media coverage of the event, lack of communication capabilities in the affected area, and the number deaths, injuries, and illnesses.

3. Shelter managers must be aware of the importance of confidentiality in gathering and releasing information about shelter occupants. Welfare Inquiries will be addressed to the Shelter Officer until the ARC assumes responsibility for this function.

#### **F. External Assistance**

If shelter and mass care needs cannot be satisfied with local resources and those obtained pursuant to inter-local agreements and from volunteer organizations, authorized local officials may request state assistance from the Disaster District Committee (DDC) Chairperson in McAllen, Texas. For more details on requesting state assistance, see Section V.F of the Basic Plan.

|                                               |
|-----------------------------------------------|
| <b>X. ANNEX DEVELOPMENT &amp; MAINTENANCE</b> |
|-----------------------------------------------|

- A. The Volunteer Coordinator shall serve as the Shelter Officer and is responsible for developing and maintaining this annex. Recommended changes to this annex should be forwarded as needs become apparent.
- B. This annex will be revised annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C. Departments and agencies assigned responsibilities in this annex are responsible for developing and maintaining SOPs covering those responsibilities.

|                       |
|-----------------------|
| <b>XI. REFERENCES</b> |
|-----------------------|

- A. ARC Disaster Services Program, *Mass Care – Preparedness and Operations*, ARC 3031, April 1987.
- B. ARC Disaster Services Program, *Disaster Welfare Inquiry*, ARC 3044, April 1996.
- C. Annex C (Shelter & Mass Care) to the *State of Texas Emergency Management Plan*
- D. Texas American Red Cross home page: [www.redcrosstexas.org](http://www.redcrosstexas.org). This site contains information on the Texas ARC as well as information on the coverage areas for the ARC Chapters as well as addresses and phone numbers for those chapters.

**Appendices:**

|                  |                               |
|------------------|-------------------------------|
| Appendix 1 ..... | Reception and Care Facilities |
| Appendix 2.....  | Shelter & Mass Care Documents |
| Appendix 3 ..... | Hurricane Reception and Care  |

|                                      |
|--------------------------------------|
| <b>RECEPTION AND CARE FACILITIES</b> |
|--------------------------------------|

- A.** Buildings listed in this appendix have been surveyed for their suitability as temporary reception and care facilities. The buildings surveyed fall into the following categories:
1. Public schools with multi-purpose rooms, showers, and cafeteria facilities.
  2. Church facilities such as parish centers with kitchens.
  3. Clubs operated by fraternal and social organizations that have suitable eating and bathroom facilities.
  4. Governmental or non-profit facilities such as community centers or activity centers for senior citizens.
  5. Governmental and/or public buildings considered being essential operations facilities for managing a crisis, i.e., city halls, courthouses, fire and police stations, and hospitals.
- B.** The following are definitions used in the facilities listing:
1. Estimated Shelter Capacity: The estimated short-term capacity of the facility based on 40 square feet per person.
  2. Estimated Feeding Capacity: The estimated number of people for which the facility can prepare food e.g. three simple meals per day.
  3. Shelter Agreement:
    - a. Indicate the organization the building owner(s) have the shelter agreement with e.g. ARC, TSA, churches, or other volunteer group(s).
    - b. A "Yes" or a "No" response in this column indicates that the building is or is not presently covered by a shelter agreement.

## RECEPTION AND CARE FACILITIES LISTING

| <u>SHELTER NAME</u>               | <u>ADDRESS</u>                   | <u>CITY</u> | <u>STATE</u> | <u>ZIP</u> | <u>CAPACITY</u> | <u>FEEDING<br/>CAPACITY</u> | <u>AGREEMENT<br/>WITH THE<br/>ARC</u> |
|-----------------------------------|----------------------------------|-------------|--------------|------------|-----------------|-----------------------------|---------------------------------------|
| Veterans M.S.                     | ¼ Mile Golie Road                | Donna       | TX           | 78537      | 1200            | 1200                        | Yes                                   |
| W.A. Todd 9 <sup>th</sup> Grade   | 400 N. Salinas                   | Donna       | TX           | 78537      | 500             | 500                         | Yes                                   |
| A.P. Solis                        | 700 South Street                 | Donna       | TX           | 78537      | 500             | 500                         | Yes                                   |
| Edcouch-Elsa H.S.                 | Hwy 107 & Yellow<br>Jacket Drive | Elsa        | TX           | 78538      | 800             | 800                         | Yes                                   |
| Edinburg South Middle School      | 601 W. Freddy<br>Gonzalez Drive  | Edinburg    | TX           | 78539      | 800             | 800                         | Yes                                   |
| Edinburg Harwell Middle<br>School | 801 E. Canton                    | Edinburg    | TX           | 78539      | 800             | 800                         | Yes                                   |
| Edinburg North High School        | 3101 N. Closner                  | Edinburg    | TX           | 78539      | 797             | 797                         | Yes                                   |
| La Joya High School               | 604 N. Coyote Blvd.              | La Joya     | TX           | 78560      | 1200            | 1200                        | Yes                                   |
| Memorial Middle School            | 2610 Moorefield Road             | Mission     | TX           | 78572      | 687             | 687                         | Yes                                   |
| Juarez-Lincoln H.S.               | 801 N. Coyote Drive              | La Joya     | TX           | 78560      | 1000            | 1000                        | Yes                                   |
| Taylor Elementary School          | 900 N. Missouri Ave              | Mercedes    | TX           | 78570      | 300             | 300                         | Yes                                   |
| Veterans Memorial H.S.            | 700 E. Mile 2                    | Mission     | TX           | 78572      | 1500            | 1500                        | Yes                                   |
| Kenneth White Junior High         | 1101 W. Griffin Pkwy             | Mission     | TX           | 78572      | 475             | 475                         | Yes                                   |
| Alton Memorial Junior High        | 521 S. Los Ebanos<br>Blvd        | Mission     | TX           | 78572      | 694             | 694                         | Yes                                   |
| PSJA North High School            | 500 E. Nolana Loop               | Pharr       | TX           | 78577      | 1500            | 1500                        | Yes                                   |
| PSJA High School                  | 805 W. Ridge Road                | San Juan    | TX           | 78589      | 1500            | 1500                        | Yes                                   |
| PSJA Memorial High School         | 800 S. Alamo Road                | Alamo       | TX           | 78516      | 1400            | 1400                        | Yes                                   |
| Progreso High School              | FM1015                           | Progreso    | TX           | 78579      | 300             | 300                         | Yes                                   |
| Dorothy Thompson Middle<br>School | S. FM 1015                       | Progreso    | TX           | 78579      | 300             | 300                         | Yes                                   |

STATE OF TEXAS §  
COUNTY OF HIDALGO §

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JUL 29 2009

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF HIDALGO  
AND THE SOUTH TEXAS CHAPTER OF  
THE AMERICAN RED CROSS

COUNTY JUDGE

This Memorandum of Understanding is made on this the 14 day of July, 2009 by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as "HIDALGO COUNTY" and the **SOUTH TEXAS CHAPTER OF THE AMERICAN REDCROSS**, hereinafter referred to as the "Red Cross," as follows:

**WITNESSETH:**

**WHEREAS, HIDALGO COUNTY**, a political subdivision located within the state of Texas and the Red Cross desire to create this Memorandum of Understanding (MOU) for the performance of emergency management functions and/or services required Or authorized by the Department of Homeland Security, or the laws of the State of Texas, Under the terms and conditions prescribed in this MOU; and

**WHEREAS**, the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have Independent authority to perform as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU; and

**WHEREAS**, both HIDALGO COUNTY and the Red Cross named herein are desirous of entering into this MOU.

**NOW, THEREFORE, HIDALGO COUNTY** and the Red Cross, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. When requested by an authorized representative of HIDALGO COUNTY, **The Red Cross** will use its best efforts to provide the following services for disaster victims:
  - Activate and operate temporary shelters and register people using such shelters;
  - Activate and operate mass feeding facilities at a fixed site or sites;
  - Activate and operate a mobile feeding facility;
  - Provide replacement clothing Provide crisis counseling; and
  - Provide assistance in home cleanup (Cleanup Kits

2. **HIDALGO COUNTY** will use its best efforts to:

- When possible, provide advance warning to the Red Cross of the possible need for shelter and mass care operations so that the Red Cross may mobilize its resources;
- Provide security for shelter and mass care facilities;
- Provide fire inspections for shelter and mass care facilities;
- Provide traffic control in the vicinity of shelter and mass care facilities;
- Provide information to disaster victims through the media on what they should bring and should not bring to the shelter and mass care facilities;
- Coordinate with State and Federal Agencies to obtain supplementary food supplies, if required;
- To the extent possible, ensure utilities are operable at shelter and mass care facilities;
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants; and
- Invite volunteer and charitable organizations to participate in periodic emergency exercises to test plans, procedures, and coordination.

3.

For purposes of this MOU, "disaster" shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in the Texas Gov't Code, Section 418.004), acts of terrorism, and other public calamity requiring emergency action.

4.

**Duration of MOU:** The term of this MOU is a minimum one (1) year from the date of the Initial agreement. Subsequent terms may be longer with the concurrence of all parties.

5.

**Termination of MOU:** Any party may unilaterally withdraw at any time from this MOU by transmitting a signed statement to the effect to the other parties. This MOU and the partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party

6.

**Primary Contacts:** The parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

FOR HIDALGO COUNTY

HIDALGO COUNTY  
ATTN: \_\_\_\_\_ Judge  
100 E. Cano 2<sup>nd</sup>. Floor  
Edinburg, TX 78539

American Red Cross

South Texas Chapter  
Attn: Director of Emergency Services  
P.O. Box 2202  
Harlingen, TX 78551-2202

7.

Capacity to Enter into Agreement: The persons executing this MOU on behalf Of their respective entities hereby represent and warrant that they have the right, Power legal capacity, and appropriate authority to enter into this MOU on behalf Of the entity for which they sign.

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

SOUTH TEXAS CHAPTER OF THE RED CROSS

BY: [Signature]  
Michael A. Huckabee Executive Director

ATTEST:

BY: [Signature]  
Sasha L. Cruz Director of Emergency Services

COUNTY OF HIDALGO

[Signature]  
J.D. Salinas III  
Hidalgo County Judge

JUDGE



Hidalgo County Clerk

|                                       |
|---------------------------------------|
| <b>HURRICANE RECEPTION &amp; CARE</b> |
|---------------------------------------|

Hurricane reception areas have been identified by the American Red Cross and the cities within our jurisdiction. Hidalgo County will assist the American Red Cross and the affected cities with the shelters. The shelters that could be opened are listed on Appendix 1 to Annex C.



**Appendix 3  
To  
Annex C  
Shelter & Mass Care**

**RECEPTION & CARE OF HURRICANE  
EVACUEES**

**Hidalgo County**

## **RECEPTION AND CARE OF HURRICANE EVACUEES**

### **I. PURPOSE**

The purpose of this appendix is to establish guidelines and procedures for providing emergency lodging, food, clothing, and other essential life support services for hurricane evacuees.

### **II. EXPLANATION OF TERMS**

See Annex C, Section III

### **III. SITUATION AND ASSUMPTIONS**

#### **A. Situation**

1. Substantial portions of Texas are at risk from the threat of hurricanes.
2. There is a significant possibility that hurricanes will strike the Texas coast and generate extremely strong winds, storm surge, and torrential rains in areas near the coast.
3. The Texas Hurricane Preparedness program has identified coastal areas that may need to be evacuated during hurricanes and routes that will be used by those who evacuate.
4. Based on historical experience in past hurricanes and surveys of residents in hurricane risk areas, Hidalgo County is likely to be a reception area for hurricane evacuees from the: Houston-Galveston Study, Matagorda Study, Coastal Bend Study and the Valley Study.
5. Heavy rain and tornadoes spawned by a hurricane may also affect areas well inland. Hence, local residents may seek public shelter due to the threat of tornadoes and flooding caused by heavy rains generally associated with hurricanes.
6. The potential magnitude of hurricane evacuations requires the cooperative efforts of a large group of local governments, state agencies, the American Red Cross (ARC), The Salvation Army (TSA), and other volunteer agencies/organizations.

#### **B. Assumptions**

1. Hidalgo County is considered reasonably safe from the major damaging effects of hurricanes, but many hurricanes produce heavy rain and generate tornadoes in inland areas.

2. Evacuation of people at risk from the effects of hurricanes is an effective means of saving lives and reducing personal injuries.
3. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area (including for hurricanes) within their respective jurisdiction.
4. A detailed survey of Texas coastal residents living in areas at risk from hurricanes was conducted during 2001 to determine what residents planned to do during a hurricane. The survey yielded the following results:
  - a. Average Percentage of People At Risk Who Will Evacuate. It is estimated that the following percentages of hurricane risk area residents will evacuate when advised to do so by local officials:

| Hurricane Category                          | Evacuation Percentage |
|---------------------------------------------|-----------------------|
| Category 1: Wind speed 74 to 95 mph         | 36.8                  |
| Category 2: Wind speed 96 to 110 mph        | 54.5                  |
| Category 3: Wind speed 111 to 130 mph       | 77.7                  |
| Category 4: Wind speed 131 to 155 mph       | 89.1                  |
| Category 5: Wind speed greater than 155 mph | 91.7                  |

- b. Spontaneous Evacuation. The survey results indicated that significant numbers of residents of adjacent areas where evacuation has not been recommended would spontaneously evacuate. This means that evacuation traffic may begin moving before officials issue a formal evacuation recommendation or order and may involve areas where no recommendation or order is issued.
  - c. Evacuee Lodging. Evacuees expect to stay in the types of lodging indicated below.

| Expected Type of Lodging              | Percentage |
|---------------------------------------|------------|
| Stay with relatives or friends        | 46.3       |
| Stay in hotel or motel                | 32.9       |
| Stay in personal RV or travel trailer | 4.3        |
| Stay in public shelter                | 3.4        |
| Stay in second home                   | 3.2        |
| Unsure or did not respond             | 9.8        |

Historical data indicates that more people stay in public shelter than expect to do so because they could not find hotel or motel rooms or reach the homes of relatives or friends in a timely matter. Previous research suggests 5 to 10 percent of evacuees used public shelters during some hurricane evacuations.

5. The primary means of hurricane evacuation will be by personal vehicle. However, school and municipal buses and, where available, other specialized vehicles will be used to transport those hurricane evacuees who do not have personal vehicles and those in special care facilities (i.e. group homes, nursing homes, state facilities, etc.).
6. It is reasonable to assume that evacuees who plan to stay with relatives or friends or in a second home will probably drive until they reach their intended destination, while those seeking public shelter will stop at the first open shelter they reach. Evacuees who have hotel or motel reservations are likely to continue driving until they reach the hotel or motel of their choice, while those who do not have reservations are likely to stop at the first facility with rooms available. Hence, hotels, motels, and public shelters closest to evacuation areas are likely to fill first.

#### **IV. CONCEPT OF OPERATIONS**

##### **A. General**

1. See Annex C, Section V
2. The majority of tasks to be performed during hurricane reception are common to any shelter and mass care operation. However, reception of hurricane evacuees may be conducted on a large scale over a wide geographic area and involve a massive flow of relocation traffic. Moreover, since hurricane evacuations often begin before a hurricane strikes the Texas coast, shelter and mass care operations may have to commence before a disaster has actually occurred.
3. Hurricane reception planning as outlined in this appendix focuses on meeting urgent needs of evacuees in the short term and does not address longer-term recovery assistance. The State and/or FEMA as well as the ARC, TSA, and other volunteer disaster relief agencies, may provide longer-term assistance.

##### **B. Hurricane Evacuation Shelters**

Hurricane evacuation shelters should:

1. Be located outside of hurricane risk areas.
2. Be of wind-resistant construction.

3. Not be located in floodplains or areas where access roads could be inundated by flooding.
4. Not be located near facilities that make, use, and/or store hazardous materials.

### **C. Readiness**

1. Whenever a hurricane is detected in the Gulf of Mexico, this jurisdiction should be prepared to implement the increased readiness actions outlines in Section VIII of Annex C to support hurricane evacuee reception and care. ARC and TSA elements will normally increase their readiness posture as hurricanes approach the Texas coast. The EMC and Shelter Officer should be coordinating regularly with the ARC and TSA to determine its capability to support increased readiness activities.
2. Prior to issuing an evacuation recommendation or order to their local populace, County Judges and Mayors in coastal areas are expected to notify their DDC. That DDC Chairperson will, in turn, notify inland DDCs and jurisdictions by a TLETS message or by other means. TLETS messages are received locally by the Sheriff's Office. The purpose of this procedure is to ensure that jurisdictions that will be supporting the evacuation effort are warned so that their emergency facilities can be staffed, equipment and personnel can be deployed, and evacuee reception plans implemented. However, some spontaneous evacuation is likely to occur before coastal officials issue evacuation recommendations or orders.

### **D. Evacuee Estimate & Destinations**

Tab A provides information on the estimated number of hurricane evacuations and the likely destinations for those evacuees. Reference C, *Texas Gulf Coast Residents' Expectation and Intentions Regarding Hurricane Evacuation*, available on the DEM web site, [www.txdps.state.tx.us/dem/](http://www.txdps.state.tx.us/dem/), provides some information on the intended routes of travel for hurricane evacuees.

### **E. Shelter and Mass Care**

1. It is impossible to accurately predict the total number of hurricane evacuees who can be expected to take refuge in our area. Many coastal residents will take shelter in their local area during less severe storms, but head inland during major storms.
2. Evacuees Lodging with Relatives, Friends, or in Second Homes. The majority of hurricane evacuees are expected to lodge with relatives or friends or in second homes. These individuals should not require significant shelter and mass care support from local government.

### 3. Commercial Lodging.

A substantial percentage number of evacuees would like to stay in commercial accommodations. However, there may not be enough motel and hotel rooms or RV Park space available along evacuation routes to accommodate all evacuees. Once all local hotel and motel rooms are taken, it is essential to provide this information to evacuees entering the local area so they will not waste time looking for rooms locally and so will continue further inland where they should be able to find hotel or motel space.

### 4. Public Shelter.

- a. As it is infeasible to precisely determine the public shelter demand in this area during a hurricane evacuation, we will plan to open available public shelter facilities as demand warrants. See Appendix 1 to Annex C for a list of local shelter facilities. Once available public shelters reach capacity, we will provide information to arriving evacuees that local shelters are full, so that those seeking shelter know they must continue further inland to obtain public shelter.

- b. Shelter Assignment Site(s)

A central shelter assignment site will be set up by the municipalities located within our county. Incoming evacuees seeking public shelter will be directed to the shelter assignment site, where they will be assigned to individual shelters and be provided with a map and driving instructions from the assignment site to their assigned shelter. Where appropriate, the shelter assignment site will also provide information on facilities that have the capability to handle evacuees with pets.

## **F. Handling Evacuees With Pets**

See Section V. E of Annex C.

## **G. Evacuation Routes**

We expect the following inbound routes to be used by hurricane evacuees from the hurricane study areas for which [county/city] is a primary destination:

1. Highway 107
2. Expressway 83
3. Highway 77

Hurricane evacuees from other areas who have friends or relatives in this vicinity may use these routes, as well as others, to reach the local area.

## **H. Public Information**

### **1. Content of Public Information to Evacuees**

- a. The PIO should be prepared to disseminate information to evacuees on hurricane reception programs. Public information materials should address the following essential items of information:
  - 1) Availability and location of public shelters in the local area.
  - 2) Availability of local commercial accommodations, including hotels, motels, and RV parks.
  - 3) Availability of food, gas, and medical care in the local area.
  - 4) Recommended routing for transiting traffic.
  - 5) Information on the availability of kennels or other temporary facilities for pets and boarding stables for livestock.
- b. Commercial facilities should be encouraged to report the availability of accommodations to the local Visitors Center/Convention Bureau/Chamber of Commerce, which shall provide periodic updates to the PIO in the EOC.

### **2. Dissemination of Public Information**

- a. All available means of disseminating information to evacuees should be used, including local radio, roadside message boards, electronic message boards, expedient signs, low power public service radio, handouts at roadside information points, and other means.
- b. To maintain a continuous flow of evacuation traffic, it is desirable to provide information to hurricane evacuees while they are still in the traffic flow if possible. Signs and message boards will be positioned on the following locations on inbound evacuation routes:
  - 1. Expressway 83 in the East entrance of the City of Mercedes
  - 2. Highway 107 in the East Entrance of the City of La Villa
  - 3. Sunshine Strip on the North Entrance of the City of Harlingen

Concise information should be provided on signs and message boards, such as: "Public Shelter – right on 26<sup>th</sup> Street", "All Local Shelters Full – Drive On", and "All Motels Are Full."

- c. As the availability of shelter spaces and commercial lodging can change rapidly, provisions must be made to quickly revise and disseminate up-to-date public information messages.

## **I. Traffic Management**

1. Historical experience indicates that many coastal area households will take more than one vehicle during a hurricane evacuation. Many evacuee vehicles may also be towing boats, campers, or cargo trailers. This should be kept in mind when selecting traffic control points, roadside information points, and parking areas.
2. The hurricane evacuation traffic flow will be directed and controlled by the County Sheriff's Office, Municipal Police Departments and by Texas Department of Public Safety personnel. Traffic control will be set up, as needed, depending on the traffic situation.
3. Additional temporary traffic control may be needed on incoming evacuation routes at the turn-off points to shelters and in parking areas around the shelters. As shelters can fill rapidly, any sign used to direct traffic to shelters should be capable of being rapidly installed, removed, and, if necessary, relocated to direct traffic to other shelters.
4. In order to avoid sending incoming evacuees to a shelter that is full, it is considered essential that units performing traffic control at turn-off points to a shelter know the shelter's capacity, get periodic updates on its occupancy, and have communications with the shelter manager and/or the EOC. This is so they can shut down the traffic flow as the shelter approaches capacity. A planning figure of three persons per vehicle can be used to estimate the number of evacuees that have been sent to a shelter.
5. Disabled vehicles should not be permitted to block incoming evacuation traffic. They should be removed from roadways as soon as possible. Law enforcement personnel should be prepared to assist stranded motorists since towing and repair services may be overloaded.
6. Law enforcement personnel staffing traffic control points should provide regular reports to the EOC on status of the evacuation traffic flow. The EOC should, in turn, provide periodic summaries to local officials and the DDC Chairperson in McAllen, Texas.

## **J. Relocation of Personnel and Equipment from Threatened Areas.**

1. Local governments in coastal areas may identify equipment and personnel needed to respond to and recover from a hurricane that are at risk and cannot be protected in place. Hence, we may receive requests from evacuating jurisdictions to park or store equipment and host key workers in local facilities. Requests from evacuating jurisdictions for this type of support should initially be referred to the Emergency Management Coordinator, who will address them to the appropriate local department or agency for action.



2. Planned relocation sites in the local area are described in Tab D to this appendix.

#### **K. Return of Hurricane Evacuees**

1. Historically, most hurricane evacuees who stay in hotels, motels, or public shelter depart for their homes as soon as storm effects have passed in the area where they are staying and the roads to their homes are passable.
2. In the aftermath of a storm, there are likely to be numerous requests for information on road conditions made to local police departments and sheriff's offices, the Emergency Operations Center, and to shelter managers. It is advisable to ensure that agencies who will be working with evacuees have information to refer people to the Texas Department of Transportation's toll-free road conditions hotline (1-800-452-9292) and web site [http://www.dot.state.tx.us/travel/road\\_conditions.htm](http://www.dot.state.tx.us/travel/road_conditions.htm)

### **V. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES**

#### **A. Organization**

See Basic Plan, Section VI.

#### **B. Task Assignments**

See Annex C, Section VI.B.

### **VI. DIRECTION & CONTROL**

See Annex C, Section VII.

### **VII. READINESS LEVELS**

See Annex C, Section VIII.

### **VIII. ADMINISTRATION & SUPPORT**

See Annex C, Section IX.

### **IX. DEVELOPMENT & MAINTENANCE**

See Annex C, Section X.

### **X. REFERENCES**

- A. See Annex C, Section XI.

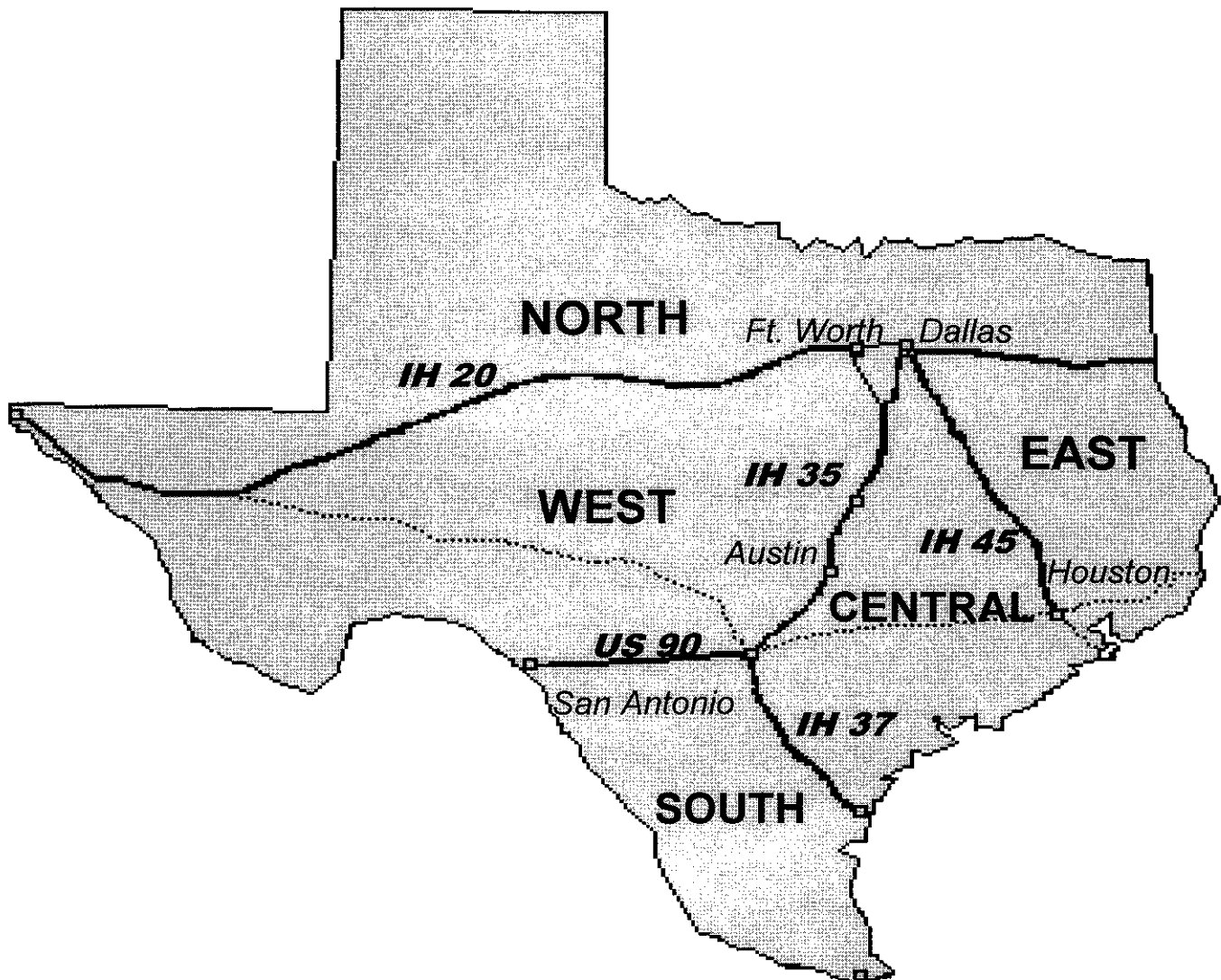
- B. *Local Populations and Estimated Evacuation in Risk Areas of the Texas Gulf Coast*, Hazard Reduction & Recovery Center, Texas A&M University, October 2002.
- C. *Texas Gulf Coast Residents' Expectation and Intentions Regarding Hurricane Evacuation*, Hazard Reduction & Recovery Center, Texas A&M University, August 2001. This document is posted on the DEM web site.
- D. ARC 4496, Guidelines for Hurricane Evacuation Shelter Selection, July 1992.

**TABS:**

- A – Hurricane Evacuee Estimates & Destinations
- B – Local Commercial Accommodations
- C – Local RV Parks
- D – Planned Relocation Sites

## HURRICANE EVACUEE ESTIMATES & DESTINATIONS

### Hurricane Evacuation Destination Area Boundaries



C-3-A-1

## HURRICANE EVACUEE ESTIMATES AND DESTINATIONS

## Coastal Bend Study Area

| ESTIMATED EVACUEES<br>(Excludes Tourists)         |            | Cat 1<br>Storm | Cat 2<br>Storm | Cat 3<br>Storm | Cat 4<br>Storm | Cat 5<br>Storm |
|---------------------------------------------------|------------|----------------|----------------|----------------|----------------|----------------|
| Aransas County                                    |            | 7,944          | 11,882         | 17,217         | 19,518         | 20,142         |
| Kenedy County                                     |            | 17             | 26             | 40             | 46             | 48             |
| Kleberg County                                    |            | 7,665          | 12,764         | 19,665         | 22,643         | 23,556         |
| Nueces County                                     |            | 98,245         | 152,539        | 226,045        | 257,769        | 267,187        |
| Refugio County                                    |            | 2,447          | 3,627          | 5,227          | 5,917          | 6,128          |
| San Patricio County                               |            | 17,670         | 36,154         | 40,828         | 46,584         | 48,285         |
| <b>STUDY AREA TOTAL</b>                           |            | <b>133,988</b> | <b>216,992</b> | <b>309,022</b> | <b>352,477</b> | <b>365,346</b> |
|                                                   |            |                |                |                |                |                |
| INTENDED EVACUEE<br>DESTINATIONS                  | PERCENT    |                |                |                |                |                |
| Inland portion of Study Area                      | 1.5        | 2,010          | 3,255          | 4,635          | 5,287          | 5,480          |
| <b>Central Texas</b>                              |            |                |                |                |                |                |
| Austin                                            | 11.8       | 15,811         | 25,605         | 36,465         | 41,592         | 43,111         |
| San Antonio                                       | 36.0       | 48,236         | 78,117         | 111,248        | 126,892        | 131,525        |
| Other Areas                                       | 8.8        | 11,791         | 19,095         | 27,194         | 31,018         | 32,150         |
| <b>East Texas</b>                                 |            |                |                |                |                |                |
| Houston                                           | 2.9        | 3,886          | 6,293          | 8,962          | 10,222         | 10,595         |
| Other Areas                                       | 1.5        | 2,010          | 3,255          | 4,635          | 5,287          | 5,480          |
| <b>South Texas</b>                                | 14.0       | 18,758         | 30,379         | 43,263         | 49,347         | 51,148         |
| <b>North Texas</b>                                |            |                |                |                |                |                |
| Dallas                                            | 0          | 0              | 0              | 0              | 0              | 0              |
| Other Areas                                       | 0.7        | 938            | 1,519          | 2,163          | 2,467          | 2,557          |
| <b>West Texas</b>                                 | 0.0        | 0              | 0              | 0              | 0              | 0              |
| <b>Unknown, Out of<br/>State/Country</b>          | 22.8       | 30,549         | 49,474         | 70,457         | 80,365         | 83,299         |
| <b>TOTAL</b>                                      | <b>100</b> | <b>133,988</b> | <b>216,992</b> | <b>309,022</b> | <b>352,477</b> | <b>365,346</b> |
|                                                   |            |                |                |                |                |                |
| ESTIMATED EVACUEE VEHICLES<br>(Excludes Tourists) |            |                |                |                |                |                |
| Aransas County                                    |            | 4,303          | 6,436          | 9,326          | 10,573         | 10,911         |
| Kenedy County                                     |            | 9              | 14             | 22             | 25             | 26             |
| Kleberg County                                    |            | 4,152          | 6,914          | 10,652         | 12,265         | 12,760         |
| Nueces County                                     |            | 53,217         | 82,627         | 122,444        | 139,628        | 144,730        |
| Refugio County                                    |            | 1,325          | 1,965          | 2,831          | 3,205          | 3,319          |
| San Patricio County                               |            | 9,571          | 19,584         | 22,116         | 25,234         | 26,155         |
| <b>STUDY AREA TOTAL</b>                           |            | <b>72,577</b>  | <b>117,540</b> | <b>167,391</b> | <b>190,930</b> | <b>197,901</b> |

### Matagorda Study Area

| <b>ESTIMATED EVACUEES</b><br>(Excludes Tourists)         |                | <b>Cat 1<br/>Storm</b> | <b>Cat 2<br/>Storm</b> | <b>Cat 3<br/>Storm</b> | <b>Cat 4<br/>Storm</b> | <b>Cat 5<br/>Storm</b> |
|----------------------------------------------------------|----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Calhoun County                                           |                | 8,284                  | 11,962                 | 16,937                 | 19,085                 | 19,609                 |
| Jackson County                                           |                | 1,125                  | 1,767                  | 2,634                  | 3,009                  | 3,119                  |
| Matagorda County                                         |                | 5,511                  | 7,667                  | 10,992                 | 12,425                 | 12,775                 |
| Victoria County                                          |                | 2,416                  | 3,969                  | 6,076                  | 6,987                  | 7,265                  |
| <b>STUDY AREA TOTAL</b>                                  |                | <b>17,036</b>          | <b>25,365</b>          | <b>36,639</b>          | <b>41,506</b>          | <b>42,768</b>          |
|                                                          |                |                        |                        |                        |                        |                        |
| <b>INTENDED EVACUEE<br/>DESTINATIONS</b>                 | <b>PERCENT</b> |                        |                        |                        |                        |                        |
| Inland portion of Study Area                             | 1.9            | 324                    | 482                    | 696                    | 789                    | 813                    |
| <b>Central Texas</b>                                     |                |                        |                        |                        |                        |                        |
| Austin                                                   | 15.1           | 2,572                  | 3,830                  | 5,532                  | 6,267                  | 6,458                  |
| San Antonio                                              | 26.4           | 4,498                  | 6,696                  | 9,673                  | 10,958                 | 11,291                 |
| Other Areas                                              | 16.0           | 2,726                  | 4,058                  | 5,862                  | 6,641                  | 6,843                  |
| <b>East Texas</b>                                        |                |                        |                        |                        |                        |                        |
| Houston                                                  | 1.9            | 324                    | 482                    | 696                    | 789                    | 813                    |
| Other Areas                                              | 1.9            | 324                    | 482                    | 696                    | 789                    | 813                    |
| South Texas                                              | 16.0           | 2,726                  | 4,058                  | 5,862                  | 6,641                  | 6,843                  |
| <b>North Texas</b>                                       |                |                        |                        |                        |                        |                        |
| Dallas                                                   | 2.9            | 494                    | 736                    | 1,063                  | 1,204                  | 1,240                  |
| Other Areas                                              | 1.9            | 324                    | 482                    | 696                    | 789                    | 813                    |
| <b>West Texas</b>                                        | 0              | 0                      | 0                      | 0                      | 0                      | 0                      |
| <b>Unknown, Out of<br/>State/Country</b>                 | 16.0           | 2,726                  | 4,058                  | 5,862                  | 6,641                  | 6,843                  |
| <b>TOTAL</b>                                             | <b>100</b>     | <b>17,036</b>          | <b>25,365</b>          | <b>36,639</b>          | <b>41,506</b>          | <b>42,768</b>          |
|                                                          |                |                        |                        |                        |                        |                        |
| <b>ESTIMATED EVACUEE VEHICLES</b><br>(Excludes Tourists) |                |                        |                        |                        |                        |                        |
| Calhoun County                                           |                | 4,703                  | 6,696                  | 9,390                  | 10,554                 | 10,838                 |
| Jackson County                                           |                | 643                    | 991                    | 1,460                  | 1,664                  | 1,723                  |
| Matagorda County                                         |                | 2,823                  | 4,498                  | 6,299                  | 7,075                  | 7,265                  |
| Victoria County                                          |                | 2,042                  | 2,883                  | 4,024                  | 4,518                  | 4,668                  |
| <b>STUDY AREA TOTAL</b>                                  |                | <b>10,211</b>          | <b>15,068</b>          | <b>21,173</b>          | <b>23,811</b>          | <b>24,494</b>          |

## Valley Study Area

| <b>ESTIMATED EVACUEES</b><br>(Excludes Tourists)         |                | <b>Cat 1<br/>Storm</b> | <b>Cat 2<br/>Storm</b> | <b>Cat 3<br/>Storm</b> | <b>Cat 4<br/>Storm</b> | <b>Cat 5<br/>Storm</b> |
|----------------------------------------------------------|----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Cameron County                                           |                | 72,435                 | 119,616                | 181,424                | 208,476                | 216,655                |
| Willacy County                                           |                | 4,539                  | 7,518                  | 11,558                 | 13,299                 | 13,831                 |
| <b>STUDY AREA TOTAL</b>                                  |                | <b>76,974</b>          | <b>127,134</b>         | <b>192,982</b>         | <b>221,775</b>         | <b>230,486</b>         |
|                                                          |                |                        |                        |                        |                        |                        |
| <b>INTENDED EVACUEE<br/>DESTINATIONS</b>                 | <b>PERCENT</b> |                        |                        |                        |                        |                        |
| Inland portion of Study Area                             | 13.7           | 10,545                 | 17,417                 | 26,439                 | 30,383                 | 31,577                 |
| <b>Central Texas</b>                                     |                |                        |                        |                        |                        |                        |
| Austin                                                   | 0              | 0                      | 0                      | 0                      | 0                      | 0                      |
| San Antonio                                              | 19.3           | 15,087                 | 24,918                 | 37,824                 | 43,468                 | 45,175                 |
| Other Areas                                              | 2.0            | 1,539                  | 2,543                  | 3,860                  | 4,436                  | 4,610                  |
| <b>East Texas</b>                                        |                |                        |                        |                        |                        |                        |
| Houston                                                  | 2.0            | 1,539                  | 2,543                  | 3,860                  | 4,436                  | 4,610                  |
| Other Areas                                              | 0              | 0                      | 0                      | 0                      | 0                      | 0                      |
| South Texas                                              | 38.2           | 29,404                 | 48,565                 | 73,719                 | 84,718                 | 88,046                 |
| <b>North Texas</b>                                       |                |                        |                        |                        |                        |                        |
| Dallas                                                   | 1.0            | 770                    | 1,271                  | 1,930                  | 2,218                  | 2,305                  |
| Other Areas                                              | 1.0            | 770                    | 1,271                  | 1,930                  | 2,218                  | 2,305                  |
| <b>West Texas</b>                                        | 2.9            | 2,232                  | 3,687                  | 5,596                  | 6,431                  | 6,684                  |
| <b>Unknown, Out of<br/>State/Country</b>                 | 19.6           | 15,087                 | 24,918                 | 37,824                 | 43,468                 | 45,175                 |
| <b>TOTAL</b>                                             | <b>100</b>     | <b>76,974</b>          | <b>127,134</b>         | <b>192,982</b>         | <b>221,775</b>         | <b>230,486</b>         |
|                                                          |                |                        |                        |                        |                        |                        |
| <b>ESTIMATED EVACUEE VEHICLES</b><br>(Excludes Tourists) |                |                        |                        |                        |                        |                        |
| Cameron County                                           |                | 39,237                 | 64,794                 | 98,274                 | 112,927                | 117,328                |
| Willacy County                                           |                | 2,459                  | 4,072                  | 6,261                  | 7,204                  | 7,492                  |
| <b>STUDY AREA TOTAL</b>                                  |                | <b>41,696</b>          | <b>68,866</b>          | <b>104,535</b>         | <b>120,131</b>         | <b>124,820</b>         |

## Galveston Study Area

| <b>ESTIMATED EVACUEES</b><br>(Excludes Tourists)         |                | <b>Cat 1<br/>Storm</b> | <b>Cat 2<br/>Storm</b> | <b>Cat 3<br/>Storm</b> | <b>Cat 4<br/>Storm</b> | <b>Cat 5<br/>Storm</b> |
|----------------------------------------------------------|----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Brazoria County                                          |                | 34,285                 | 54,617                 | 82,146                 | 94,023                 | 97,663                 |
| Galveston County                                         |                | 78,784                 | 119,539                | 174,719                | 198,530                | 205,145                |
| Harris County                                            |                | 78,361                 | 123,876                | 185,501                | 212,094                | 219,796                |
| <b>STUDY AREA TOTAL</b>                                  |                | <b>191,430</b>         | <b>298,032</b>         | <b>442,366</b>         | <b>504,647</b>         | <b>522,604</b>         |
|                                                          |                |                        |                        |                        |                        |                        |
| <b>INTENDED EVACUEE<br/>DESTINATIONS</b>                 | <b>PERCENT</b> |                        |                        |                        |                        |                        |
| Inland portion of Study Area                             | 19.7           | 37,712                 | 58,712                 | 87,146                 | 99,415                 | 102,953                |
| <b>Central Texas</b>                                     |                |                        |                        |                        |                        |                        |
| Austin                                                   | 8.5            | 16,272                 | 25,333                 | 37,601                 | 42,895                 | 44,421                 |
| San Antonio                                              | 6.0            | 11,486                 | 17,882                 | 26,542                 | 30,279                 | 31,356                 |
| Other Areas                                              | 12.0           | 22,972                 | 35,764                 | 53,084                 | 60,558                 | 62,712                 |
| <b>East Texas</b>                                        |                |                        |                        |                        |                        |                        |
| Houston (See Note)                                       | 0              | 0                      | 0                      | 0                      | 0                      | 0                      |
| Other Areas                                              | 13.7           | 26,226                 | 40,830                 | 60,604                 | 69,137                 | 71,597                 |
| South Texas                                              | 1.7            | 3,254                  | 5,067                  | 7,520                  | 8,579                  | 8,884                  |
| <b>North Texas</b>                                       |                |                        |                        |                        |                        |                        |
| Dallas                                                   | 16.2           | 31,012                 | 48,281                 | 71,663                 | 81,753                 | 84,662                 |
| Other Areas                                              | 5.1            | 9,763                  | 15,200                 | 22,561                 | 25,737                 | 26,653                 |
| <b>West Texas</b>                                        |                | 0                      | 0                      | 0                      | 0                      | 0                      |
| <b>Unknown, Out of<br/>State/Country</b>                 |                |                        |                        |                        |                        |                        |
|                                                          | 17.1           | 2,229                  | 50,963                 | 75,645                 | 86,295                 | 89,365                 |
| <b>TOTAL</b>                                             |                | <b>100</b>             | <b>160,925</b>         | <b>298,032</b>         | <b>442,366</b>         | <b>504,647</b>         |
|                                                          |                |                        |                        |                        |                        |                        |
| <b>ESTIMATED EVACUEE VEHICLES</b><br>(Excludes Tourists) |                |                        |                        |                        |                        |                        |
| Brazoria County                                          |                | 18,571                 | 29,585                 | 44,497                 | 50,930                 | 52,902                 |
| Galveston County                                         |                | 42,676                 | 64,752                 | 94,642                 | 107,540                | 111,123                |
| Harris County                                            |                | 42,477                 | 67,101                 | 100,482                | 114,887                | 119,059                |
| <b>STUDY AREA TOTAL</b>                                  |                | <b>103,724</b>         | <b>161,438</b>         | <b>239,621</b>         | <b>273,357</b>         | <b>283,084</b>         |

Note 1: Houston is included in the inland portion of the Study Area

**LOCAL COMMERCIAL ACCOMMODATIONS**

| <u>Hotel/Motel Name</u>       | <u>Address</u>                                     | <u># of Rooms</u> |
|-------------------------------|----------------------------------------------------|-------------------|
| Aloha Motel                   | 301 E. Hwy 83, McAllen, Tx. 78501                  | 30                |
| America's Best Value Inn      | 801 E. Exp. 83, McAllen, TX 78501                  | 102               |
| Casa De Palmas Hotel          | 101 N. Main Street, McAllen, TX 78501              | 165               |
| Comfort Suites                | 800 E. Exp. 83, McAllen, TX 78503                  | 60                |
| Courtyard By Marriott         | 2131 S. 10 <sup>th</sup> Street, McAllen, TX 78503 | 110               |
| Days Inn                      | 1421 S. 10 <sup>th</sup> Street, McAllen, TX 78501 | 75                |
| Drury Inn- McAllen            | 612 E. Exp. 83, McAllen, TX 78501                  | 90                |
| Drury Suites- McAllen         | 228 W. Exp. 83, McAllen, TX 78501                  | 90                |
| Embassy Suites Hotel          | 1800 S. 2 <sup>nd</sup> Street, McAllen, TX 78503  | 168               |
| Fairfield Inn & Suites        | 2117 S. 10 <sup>th</sup> Street, McAllen, TX 78503 | 104               |
| Fiesta Inn                    | 501 S. 10 <sup>th</sup> Street, McAllen, TX 78501  | 76                |
| Garden Inn- East              | 500 Ash Ave., McAllen, TX 78501                    | 28                |
| Grand Casa Real Hotel         | 200 W. Exp. 83, McAllen, TX 78501                  | 178               |
| Hampton Inn & Suites          | 10 W. Exp. 83, McAllen, TX 78503                   | 112               |
| Hampton Inn – McAllen         | 300 W. Exp. 83, McAllen, TX 78501                  | 91                |
| Hilton Garden Inn- McAllen    | 617 W. Exp. 83, McAllen, TX 78501                  | 104               |
| Homewood Suites by Hilton     | 3801 Exp. 83, McAllen, TX 78504                    | 114               |
| Howard Johnson Hotel          | 2721 S. 10 <sup>th</sup> Street, McAllen, TX 78503 | 143               |
| La Copa Hotel                 | 2000 S. 10 <sup>th</sup> Street, McAllen, TX 78503 | 108               |
| McAllen Inn                   | 1401 S. 10 <sup>th</sup> Street, McAllen, TX 78501 | 111               |
| The Holiday Inn Express Hotel | 1921 S. 10 <sup>th</sup> Street, McAllen, TX 78503 | 150               |
| Wingate Inn- McAllen          | 1500 Wichita Ave., McAllen, TX 78503               | 106               |
| Echo Motor Hotel              | 1903 S. Closner Blvd., Edinburg, TX 78539          | 98                |

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|                             |                                                |     |
|-----------------------------|------------------------------------------------|-----|
| Motel 6                     | 1801 S. Closner Blvd., Edinburg, TX 78539      | 49  |
| Best Western Edinburg Inn   | 2708 S. Bus. Hwy. 281, Edinburg, TX 78539      | 56  |
| Best Western-Las Palmas Inn | 609 E. Exp. 83, Mission, TX 78572              | 54  |
| Comfort Inn                 | 203 N. Shary Rd., Mission, TX 78572            | 52  |
| Hampton Inn & Suites        | 2505 Victoria Drive, Mission, TX 78572         | 107 |
| Hawthorn Suites-Mission     | 3700 Plantation Grove Blvd., Mission, TX 78572 | 102 |
| Holiday Inn Express Hotel   | 901 S. Shary Rd., Mission, TX 78572            | 85  |
| Motel 6                     | 1813 E. Exp. 83, Mission, TX 78572             | 83  |
| Best Western Palm Aire      | 415 S. International Blvd., Weslaco, TX 78596  | 193 |
| Holiday Inn Express         | 421 S. International Blvd., Weslaco, TX 78596  | 100 |

**LOCAL RV PARKS**

| <u>Facility Name</u>       | <u>Address</u>                                | <u># of Spaces</u> |
|----------------------------|-----------------------------------------------|--------------------|
| Canyon Lake RV Resort      | 4770 N. Mayberry Rd., Mission, TX 78572       | 419                |
| Palm Gardens RV            | 3401 W. Bus. 83, Harlingen, TX 78552          | 247                |
| VIP/La Feria RV Park       | 600 E. Exp. 83, La Feria, TX 78559            | 367                |
| Mercedes Encore RV Park    | Mile 2 W. Rd & Exp. 83, Mercedes, TX          | 493                |
| Green Haven Mobile Park    | Hwy 281 15 miles N of Hwy 83, Edinburg, TX    | 26                 |
| Lake Texano Resort         | 1000 E. Lakeview Drive, Hidalgo TX 78557      | 170                |
| La Floresta RV Park & Golf | ½ Mile N. Exp 83 on 491, Mercedes, TX 78570   | 92                 |
| Alamo Rec Veh              | 1320 W. Frontage Rd., Alamo, TX 78516         | 456                |
| Bentsen Grove Trailer Park | 810 N. Bentsen Palm Drive, Mission, TX 78572  | 850                |
| J-Five RV Park             | 3907 N. Taylor Rd., Mission, TX 78572         | 165                |
| Country Sunshine           | 1601 South Airport Drive, Weslaco, TX 78596   | 150                |
| Pine to Palm Resort Park   | 802 S. International Blvd., Weslaco, TX 78596 | 450                |
| Bessert Do-Little Park     | N. Doolittle Rd, Edinburg, TX 78539           | 40                 |
| Chimney Park RV Park       | 4224 S. Conway Ave., Mission, TX 78572        | 228                |
| Texan Mobile Park          | 2917 W. Hwy 83, McAllen, TX 78501             | 265                |

## **HURRICANE RELOCATION SITES**

Hidalgo County does not have any agreements with the cities of the surrounding counties to have their equipment transferred to a specific site. If an emergency arises, Hidalgo County is willing to help the jurisdictions and provide areas for their resources.

# **ANNEX O**

## **HUMAN SERVICES**

Hidalgo County

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# **APPROVAL AND IMPLEMENTATION**

## **Annex O**

### **Human Services**

This annex is hereby approved for implementation and supersedes all previous editions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# RECORD OF CHANGES

## Annex O

### Human Services

| Change # | Date of Change | Entered By | Date Entered |
|----------|----------------|------------|--------------|
|          |                |            |              |
|          |                |            |              |
|          |                |            |              |
|          |                |            |              |
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|          |                |            |              |
|          |                |            |              |
|          |                |            |              |
|          |                |            |              |
|          |                |            |              |

## ANNEX O

### HUMAN SERVICES

#### I. AUTHORITY

See Basic Plan, Section I

#### II. PURPOSE

The purpose of this annex is to make provisions for providing human services support to people who require food, clothing, mental health services, and victim's compensation in the aftermath of an emergency. The services described in this annex may be needed in the aftermath of incidents of limited scale as well as major emergencies and disasters.

#### III. EXPLANATION OF TERMS

##### A. Acronyms

|        |                                                        |
|--------|--------------------------------------------------------|
| ARC    | American Red Cross                                     |
| CCP    | Crisis Counseling/Crisis Counseling Program            |
| CISM   | Critical Incident Stress Management                    |
| CVC    | Crime Victim's Compensation                            |
| DDC    | Disaster District Committee                            |
| DPS    | Texas Department of Public Safety                      |
| DRC    | Disaster Recovery Center                               |
| EMS    | Emergency Medical Services                             |
| EOC    | Emergency Operations Center                            |
| FEMA   | Federal Emergency Management Agency                    |
| OAG    | Office of the Attorney General                         |
| SCC    | State Crisis Consortium                                |
| SOP    | Standard Operating Procedure                           |
| DSHS   | Texas Department of Health                             |
| TSA    | The Salvation Army                                     |
| TXMHMR | Texas Department of Mental Health & Mental Retardation |

##### B. Definitions

1. Crime Victim's Compensation. A state program that provides monetary assistance survivors of crime. Assistance may include paying for hospital care, traditional counseling, burial, and/or other appropriate expenses that are incurred as a result of a

crime. The Crime Victim's Compensation Division of the Office of the Attorney General (OAG) coordinates this program.

2. Crisis Counseling. A short-term therapeutic intervention process that utilizes established mental health techniques to lessen adverse emotional conditions that can be caused by sudden and/or prolonged stress. Crisis Counseling is designed for "normal individuals who have experienced an abnormal event." Crisis counseling is not traditional therapy and is often delivered within the victim's home environment. Crisis counseling is normally set up for survivors and secondary responders who have been involved in an emergency situation, while Critical Incident Stress Management (CISM) is designed for first responders.
3. Crisis Counseling Program. The programs utilize traditional and non-traditional mental health practices with the disaster-impacted area. Department of Aging and Disabilities Services (DADS) coordinate these programs through the local mental health authority. DADS facilitates mental retardation services and state school programs, community care, nursing facilities, and long-term care regulatory services, and aging services and programs. For more information, please visit the DADS website: [www.dads.state.tx.us](http://www.dads.state.tx.us).
4. Critical Incident Stress Management. CISM is a comprehensive, integrated, and multi-component crisis intervention system for the reduction and control of the harmful effects of stress. This process is primarily intended and usually designed for first responders such as law enforcement, fire, and EMS personnel. Peers with guidance and oversight by mental health professionals normally conduct CISM. Department of State Health Services (DSHS) is responsible for coordination of the Texas CISM Network.
5. Disaster Mental Health Services. Disaster mental health services include crisis counseling, CISM, and victim's services. This includes assessing short and long-term mental health needs, assessing the need for additional mental health services, tracking on-going support needs, providing disaster mental health training programs, and identifying disaster worker stress issues and needs. It is the responsibility of DADS to coordinate this assessment for state and/or federal emergencies.
6. Disaster Recovery Center (DRC). A location established in a centralized area within or near the disaster area at which individuals, families, and/or businesses apply for disaster aid. In general, a DRC is established after a major disaster or state of emergency declaration by the President.
7. Special Needs Individuals/Groups. Includes the elderly, medically fragile, mentally and/or physically challenged or handicapped, individuals with mental illness, and the developmentally delayed. These individuals may need specially trained health care providers to care for them, special facilities equipped to care for their needs, and specialized vehicles and equipment for transport in order to meet their daily needs and maintain their health and safety during emergency situations.
8. Texas CISM Network. The Texas CISM Network was established to assist emergency service personnel who have experienced a critical incident. These teams are composed of peers, clergy, and mental health professionals, all of whom are volunteers. Teams are available on a 24-hour basis and individual teams respond on the basis of



availability. More information on the Texas CISM Network is available at [www.dshs.state.tx.us/comp/comp/cism](http://www.dshs.state.tx.us/comp/comp/cism)

9. State Crisis Team. The State Crisis Team consists of several state agencies and is designed to ensure that all mental health resources are coordinated in an appropriate manner. For more information, see paragraph V.B.1.c in this annex.

#### IV. SITUATION & ASSUMPTIONS

##### A. Situation

1. As outlined in section IV.A and Figure 1 in the Basic Plan, our area is vulnerable to a number of hazards. These hazards could result in the evacuation, destruction of or damage to homes and businesses, loss of personal property, disruption of food distribution and utility services, and other situations that adversely affect the daily life of our citizens.
2. In the aftermath of emergency situations, survivors may need assistance in obtaining food, clothing, mental health services, and other essential life support needs as well as cleaning up and making temporary repairs to their homes.
3. Emergency responders, survivors, and others who were affected by the emergency may experience stress, anxiety, and other physical and psychological effects that adversely impinge on their daily lives.

##### B. Assumptions

1. Disaster survivors evacuated from their homes and housed in temporary shelters, those that remain in their homes under adverse conditions, and emergency responders may need human services support in the aftermath of a disaster.
2. In the aftermath of an emergency situation, survivors and emergency responders who would not normally be clients of local and state human service agencies may require some form of human services assistance, including food, clothing, and disaster mental health services. Hence, abnormal demands may be placed upon the delivery of human services, including disaster mental health services, emergency assistance, and the care of special needs groups. As a consequence, the clientele of both local and state human service organizations may increase.
3. In some cases, disaster mental health services may be needed during response operations.
4. The American Red Cross, The Salvation Army, and other non-governmental organizations will provide assistance to disaster survivors.
5. Local professional and volunteer organizations and charitable groups, including religious groups, normally responding to emergency situations will do so, if requested.

6. State assistance will be available to supplement local human services resources.

|                                 |
|---------------------------------|
| <b>V. CONCEPT OF OPERATIONS</b> |
|---------------------------------|

**A. General**

1. We have the general responsibility for ensuring the welfare of our citizens and will develop a capability to provide appropriate human services during emergency situations.
2. A Human Services Officer will be appointed to coordinate with local human services organizations and organized volunteer disaster assistance organizations to ensure basic human services are provided in the aftermath of an emergency.
3. We shall establish working relationships with and will call on the American Red Cross, The Salvation Army, and other non-governmental organizations to provide support for disaster survivors.
4. Some emergency situations will not require implementation of large-scale mass care operations, but instead generate a need for a limited amount of emergency food and clothing. For these situations, our Human Services Officer will coordinate with the county staff, volunteer organizations, and church groups to identify sources for this assistance.
5. Like other disaster survivors, special needs groups may require assistance to meet their needs for food, clothing, housing, and medical care. Local human service organizations are expected to identify any special needs groups that need assistance in the aftermath of an emergency.
6. We will request state human services support if our local resources prove inadequate.

**B. Mental Health Services**

1. Crisis Counseling for Disaster Survivors
  - a. Some disaster survivors and emergency responders may need mental health services in the aftermath of a disaster. Many seeking such help can obtain aid from existing local mental health programs and religious groups. As the demand for such services may increase significantly after a disaster and some local providers may become disaster survivors, there may be a need for additional mental health resources.
  - b. If existing local resources are inadequate to meet the need for disaster mental health services, DADS can provide disaster survivors emergency counseling services. Local mental health professionals and members of the local ministerial association, and other local support groups may augment these services.
  - c. State Crisis Team

- 1) The State Crisis Team is a multi-agency state organization that is comprised of the Texas Department of Public Safety Victim Services, the Office of the Attorney General's Crime Survivors' Compensation Division, the DSHS CISM Network, and the DADS Disaster Assistance Program. The DADS Disaster Assistance Program coordinates the State Crisis Team during state or federally declared disasters when multiple state agencies may be required to respond to a single disaster.
  - 2) The State Crisis Team is designed to ensure that all mental health resources are coordinated in an appropriate manner. The purpose of the team is to support local government through:
    - a) Assessing both short and long-term support needs of responders and survivors.
    - b) Assessing the unmet needs and the need for outside additional support.
    - c) Working with local entities including government, local service providers, and local/regional agency offices to assure a coordinated response.
  - 3) When the incident results in a federal declaration, the State Crisis Team will work with local government and support agencies to:
    - a) Track costs and resources allocated to relief efforts.
    - b) Track the need for referrals and ongoing support needs.
    - c) Coordinate private, federal, and voluntary resources.
  - d. In addition to local and state mental health providers, some volunteer organizations active in disasters can provide crisis counseling to disaster survivors. For a description of the services that can be provided by various organizations, see Appendix 1.
2. Mental Health Support for Emergency Responders

The Texas CISM Network was established to assist emergency service personnel who have experienced critical incidents such as line of duty deaths, mass casualties, multiple fatalities, and local disasters. CISM teams are available upon request on a 24-hour basis regardless of whether a state or federal disaster has been declared. For more information on the TX CISM Network, see Section XI of this annex.

3. Requesting State Disaster Mental Health Services

Local government requests for state crisis counseling, CISM, and victim's services assistance should be made by the County Judge to the DDC Chairperson in McAllen, Texas.

### **C. Emergency Water Supplies**

Water is essential to maintain life and preserve public health. If water supply systems are disrupted in an emergency, timely provision must be made to provide water to local residents whose normal supply has been disrupted. Appendix 2 to this annex outlines a number of options for providing emergency water supplies.

## **D. Emergency Food**

In the aftermath of an emergency, local residents may be unable to obtain food from normal sources, preserve perishable food, or prepare meals due to damage to their homes and food stores or the loss of electrical or gas service. Food may be provided to disaster survivors in a variety of ways, depending on the situation in the local area in the aftermath of a disaster. Among the options are:

1. Mass feeding at fixed sites, using operable kitchen facilities at schools, community centers, churches, and other community facilities.
2. Mass feeding at fixed sites using transportable kitchens operated by non-governmental groups.
3. Distribution of prepared food using mobile canteens operated by non-governmental groups.
4. Distribution of foodstuffs obtained from food banks that can be used by disaster survivors to prepare meals.
5. Distribution of restaurant or grocery store vouchers.

The ARC, TSA, and other volunteer organizations listed in Appendix 1 can provide many of these services.

## **E. Other Needs of Disaster Survivors**

1. Where emergencies result in federal emergency or major disaster declarations by the President, disaster survivors may be eligible for specific human services programs as part of the recovery process. See Annex J, Recovery, for further information.
2. Volunteer organizations active in disaster may be able to assist in meeting a number of the needs of disaster survivors, including:
  - a. Basic clothing
  - b. Basic furnishings and household goods
  - c. Job-related tools
  - d. Transportation
  - e. Home clean up and debris removal
  - f. Home repairs

See Appendix 1 to this annex for a list of volunteer organizations active in disasters that operate in many areas of the state and the services they may be able to provide during an emergency.

## **F. Phases of Emergency Management**

1. Prevention

Identify population groups who may require special assistance during an emergency (i.e., senior citizens, handicapped, etc.).

## 2. Preparedness

- a. Identify volunteer groups that can provide emergency food and clothing in the aftermath of emergency situations and other sources of emergency food and clothing.
- b. Identify agencies or groups that can provide disaster mental health services and survivors services during and in the aftermath of emergency situations
- c. Identify and train human services representatives who will staff the Emergency Operations Center (EOC).
- d. Conduct emergency planning with human services agencies and organized volunteer groups active in disasters and develop appropriate standard operating procedures (SOPs) and execute agreements where appropriate.
- e. Determine tentative emergency assignments for available personnel and volunteers.
- f. Encourage volunteer groups active in disasters to participate in emergency exercises.
- g. Review and update this annex and related SOPs.

## 3. Response

- a. Provide food and clothing to disaster survivors as needed.
- b. Register evacuees or survivors or assist volunteer groups in performing this task.
- c. Provide contact information to survivors who need human services assistance.
- d. Provide human services staff support for the EOC.

## 4. Recovery

- a. Assess needs of survivors and provide assistance, including, but not limited to, temporary housing, food, clothing, clean-up services, minor home repairs, and other support.
- b. Coordinate with the Public Information Officer to inform the public of the availability of human services programs.
- c. Assess the need for disaster mental health services for emergency responders and disaster survivors. Coordinates and arranges for such support if required.
- d. Provide human services personnel to staff the Disaster Recovery Center (DRC), if one is activated.

## **VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES**

### **A. Organization**

1. Our emergency organization as described in Section VI.A of the Basic Plan shall carry out the function of providing human services in emergency situations
2. The County Judge shall provide policy guidance with respect to emergency human services operations. The Human Services Officer will manage the human services function during emergency operations.
3. Human services will be provided through the coordinated efforts of local human services professionals, human service agencies, local volunteer groups, the ARC, TSA, and other non-governmental organizations.
4. State and federal agencies may be requested to assist in human services activities conducted in the aftermath of a major emergency or disaster.

### **B. Task Assignments**

1. The County Judge will:
  - a. Ensure that a human services program for emergency situations is developed.
  - b. Provide general guidance and direction for human services operations during emergencies.
2. The Community Services Coordinator will serve as the Human Services Officer and will:
  - a. Identify volunteer groups and agencies that can provide goods and services to satisfy human services needs and develop agreements with them.
  - b. In the aftermath of emergencies, solicit and coordinate distribution of clothing, food, and services by various agencies and organizations. (See Appendix \_\_ to Annex M (Resource Management) for a list of food, clothing, and water resources.)
  - c. Coordinate the registration of evacuees/survivors.
  - d. Coordinate with the Shelter Officer to provide for human services needs of evacuees in shelters.
  - e. Coordinate human services support for special needs groups.
  - f. Coordinate the provision of disaster mental health services for disaster survivors, emergency workers, and others suffering trauma due to the emergency situation.
  - g. Coordinate local staffing at DRCs, if needed.

- h. Work with the Transportation Officer to coordinate transportation assistance for those who need it.
- 3. The Tropical Texas Mental Health and Mental Retardation Agency will:

Coordinate the provision of and provide disaster mental health services to disaster survivors, emergency workers, and others suffering trauma due to an emergency situation.
- 4. The Transportation Officer will:
  - a. Coordinate transportation support for human services operations.
  - b. Coordinate transportation for food, clothing, drinking water, and other supplies, if the agency providing these materials is unable to do so.
  - c. When requested by the Human Services Officer, coordinate transportation for those who need transportation assistance such as those without vehicles, special needs, etc.
- 5. The Shelter & Mass Care Officer will:

Identify the requirements for human services assistance to those housed in shelters to the Human Service Officer.
- 6. The Public Information Officer will:

Coordinate the release of information to the media and public about assistance programs available for disaster survivors.
- 7. Volunteer Groups and Charitable Organizations will:

Provide human services assistance identified by the Human Services Officer upon request. See Appendix 1 to this annex for a list of groups and organizations that may be able to assist and the types of services they provide.

|                                   |
|-----------------------------------|
| <b>VII. DIRECTION AND CONTROL</b> |
|-----------------------------------|

**A. General**

- 1. The County Judge shall establish priorities for and provide policy guidance for human services programs conducted after a disaster.
- 2. The County Judge or EMC will provide direction to the Human Service Officer regarding human services operations in the aftermath of an emergency.
- 3. The Human Services Officer and staff will plan, coordinate, and carry out human services program activities.

4. All human services activities will be coordinated through the Human Services Officer in the EOC.

#### **B. Line of Succession**

The line of succession for the Human Services Officer is:

1. Administrative Assistant to the County Judge
- 2.
- 3.

|                               |
|-------------------------------|
| <b>VIII. READINESS LEVELS</b> |
|-------------------------------|

#### **A. Level IV: Normal Conditions**

See the mitigation and preparedness activities in section V.F.1 and V.F.2.

#### **B. Level III: Increased Readiness**

1. Review plans and procedures and update them if needed.
2. Meet with local human service agencies to determine possible human services requirements based on the threat and assess resources on hand.
3. Determine the availability of human services personnel and equipment for emergency duty.

#### **C. Level II: High Readiness**

1. Alert and brief human services personnel for possible emergency operations.
2. Identify personnel that will staff the EOC.
3. Identify and alert external resource sources.

#### **D. Level I: Maximum Readiness**

1. Put human services staff on call.
2. Consider precautionary staging of personnel, equipment, and supplies.
3. Provide trained staff to the EOC if it is activated.

|                                       |
|---------------------------------------|
| <b>IX. ADMINISTRATION AND SUPPORT</b> |
|---------------------------------------|



## **A. Records Maintenance**

All records generated during an emergency will be collected and filed in an orderly manner so a record of events is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.

## **B. Preservation of Records**

Vital human services records should be protected from the effects of a disaster to the maximum extent possible. Should records be damaged during an emergency situation, professional assistance preserving and restoring those records should be obtained as soon as possible.

## **C. Training & Exercises**

1. Human services personnel who will participate in EOC operations will receive training on the operation of facility. The Human Services Officer is responsible for arranging that training.
2. Non-governmental groups that could be providing human services support during emergency situations shall be invited and encouraged to participate in emergency drills and exercises where appropriate.

## **D. State and Federal Assistance**

If state or federal assistance is required, The Human Services Officer will brief the County Judge or the EMC on the assistance required. The County Judge or the EMC will make the request for assistance to the Disaster District Committee Chairperson in McAllen, Texas. For more details on requesting assistance, see section V.E.4.a.2) of the Basic Plan.

|                                               |
|-----------------------------------------------|
| <b>X. ANNEX DEVELOPMENT &amp; MAINTENANCE</b> |
|-----------------------------------------------|

### **A. Development**

The Human Services Officer is responsible for developing and maintaining this annex.

### **B. Maintenance**

This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

|                       |
|-----------------------|
| <b>XI. REFERENCES</b> |
|-----------------------|

**A.** ARC/FEMA brochure: *Food & Water in an Emergency*, ARC-5055 & FEMA L-210.

**B.** ARC Fact Sheet: *Water Storage Before Disaster Strikes*.

- C. ARC Fact Sheet: *Water Treatment After Disaster Strikes*.
- D. FEMA brochure, *Emergency Food & Water Supplies*, FEMA-215.
- E. DADS, "Disaster Mental Health Reference Bibliography" at the Disaster Assistance Program website: [www.mhmr.state.tx.us/CentralOffice/MedicalDirector/daphomepage.html](http://www.mhmr.state.tx.us/CentralOffice/MedicalDirector/daphomepage.html).
- F. TX CISM Network website: [www.dshs.state.tx.us/comp/comp/cism](http://www.dshs.state.tx.us/comp/comp/cism). This site provides information on CISM Teams, classes, and critical incident stress.
- G. Texas American Red Cross website: [www.redcrosstexas.org](http://www.redcrosstexas.org). This site provides information on the service areas for the Texas ARC chapters and addresses and phone numbers for those chapters.
- H. Annex C (Shelter & Mass Care) to the *State of Texas Emergency Management Plan*
- I. Annex V (Food & Water) to the *State of Texas Emergency Management Plan*

## APPENDICES

|                  |                          |
|------------------|--------------------------|
| Appendix 1 ..... | Volunteer Groups         |
| Appendix 2 ..... | Emergency Water Supplies |

## VOLUNTEER GROUPS

### 1. Local Organizations and Groups

The following is a list of local groups and organizations that have indicated that may be able to provide human services support during emergency situations.

| GROUP/ORGANIZATION                       | SERVICES PROVIDED                                                                                                                                                                                                                                                                                                             |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RGV Baptist Assoc 968-3161               | <ul style="list-style-type: none"> <li>• Temporary dorms</li> <li>• Minor home repair</li> <li>• Food distribution</li> </ul>                                                                                                                                                                                                 |
| McAllen Affordable Homes<br>956-687-6223 | <ul style="list-style-type: none"> <li>• Provides various home repair grant programs Available for Hidalgo County residents.</li> </ul>                                                                                                                                                                                       |
| Proyecto Azteca<br>956-702-3307          | <ul style="list-style-type: none"> <li>• Can assist in new home construction, small repairs or rehab work particularly in Muniz, El Jay, Linda Vista, South Tower or Rancho Sanchez. Requires sweat equity hours and attendance at home maintenance and home repair classes. Public home repair classes available.</li> </ul> |
| One hand – Una mano<br>956-578-9825      | <ul style="list-style-type: none"> <li>• Can provide construction</li> <li>• Plumbing or electrical work for new construction</li> <li>• Remodeling, rehabilitating or preserving homes throughout Hidalgo County.</li> </ul>                                                                                                 |
| Food Bank of the RGV<br>956-682-8101     | <ul style="list-style-type: none"> <li>• Supplies various food pantries across region.</li> </ul>                                                                                                                                                                                                                             |

### 2. State & National Organizations and Groups

The following state and national organizations and groups may be able to provide human services support during emergency situations.

| GROUP/ORGANIZATION                                                             | SERVICES PROVIDED                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Faith Communities for Disaster Recovery / Catholic Charities<br>1-866-775-2007 | <ul style="list-style-type: none"> <li>• Funds for medication</li> <li>• Transportation for medical needs</li> <li>• Emergency food and short term shelter</li> <li>• Counseling</li> <li>• Various forms of disaster assistance including “flood buckets”, and health kits</li> <li>• Case Workers</li> <li>• Clean up Crews</li> </ul> |
| American Red Cross<br>South Texas Chapter<br>Phone:1-800-785-7851              | <ul style="list-style-type: none"> <li>• Shelter &amp; mass feeding operations</li> <li>• Provision of first aid in shelters</li> <li>• Damage assessment</li> <li>• Cleaning supplies, comfort kits, food, &amp; clothing</li> <li>• Minor repairs</li> </ul>                                                                           |
| Southern Baptist Convention /<br>Texas Baptist Men                             | <ul style="list-style-type: none"> <li>• Fixed site and mobile feeding,</li> <li>• Shelter and mass care facility operation</li> </ul>                                                                                                                                                                                                   |

| 956-716-8041                                      | <ul style="list-style-type: none"> <li>• Damage assessment</li> <li>• Child care &amp; medical assistance</li> <li>• Home clean up and rebuilding assistance</li> </ul>                                                                                                                                                                                                               |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GROUP/ORGANIZATION</b>                         | <b>SERVICES PROVIDED</b>                                                                                                                                                                                                                                                                                                                                                              |
| Second Harvest Food Banks<br>Phone: Through DDC   | <ul style="list-style-type: none"> <li>• Collects, sorts, warehouses, transports, and distributes donated food and grocery products to agencies involved in feeding operations and distribution of relief supplies. Does not provide food to individuals.</li> </ul>                                                                                                                  |
| The Salvation Army<br>Phone:682-1468              | <ul style="list-style-type: none"> <li>• Fixed &amp; mobile feeding</li> <li>• Temporary shelter</li> <li>• Counseling and morale building services</li> <li>•</li> </ul>                                                                                                                                                                                                             |
| LDS (Latter Day Saints) Charities<br>956-579-9727 | <ul style="list-style-type: none"> <li>• LDS provides hygiene kits, clothes and blankets</li> </ul>                                                                                                                                                                                                                                                                                   |
| St. Vincent De Paul Society<br>Phone:702-4088     | <ul style="list-style-type: none"> <li>• Provides assistance in paying for utilities, rent, disaster-related travel as well as clothing and blankets.</li> <li>• Provides social services to individuals and families</li> <li>• Collects and distributes donated goods. Operates retail stores; merchandise from those stores can be made available to disaster survivors</li> </ul> |

## EMERGENCY WATER SUPPLIES

1. In general, emergency water supplies cannot replace normal water distribution systems. In an emergency situation, people must be provided sufficient potable water for drinking and personal hygiene.
  - a. The typical planning factor for emergency water supplies of potable water is three gallons per person per day. If it is extremely hot, that planning factor should be increased.
  - b. Tankers carrying water intended for human consumption must be carefully inspected and sanitized. There may be a health risk in using tankers that do not normally transport potable water. When in doubt, seek advice from a public health professional.
  - c. Water is quite heavy and it is difficult for many people to carry more than two gallons of bottled water per trip.
2. If water supply outages are localized, the following options may be suitable:
  - a. Establish water supply points in outage areas where those who need water can fill their own containers.
    - 1) This normally requires one or more tankers and a temporary storage tank, pump, and some sort of distribution equipment – typically plastic pipe and spigots – at each site. As potable water tankers are generally in short supply, you cannot usually afford to tie up a tanker as a stationary water source; hence, the need for a storage tank and pump at each site.
    - 2) You may need to provide containers for those who do not have them.
    - 3) If electrical power is out, you may need generators to power pumps.
  - b. Establish water supply points in outage areas for distribution of bottled water. Emergency supplies of bottled water may be:
    - 1) Purchased from retailers, distributors, or commercial vendors.
    - 2) Donated by corporations, such as grocery chains.
    - 3) Obtained from stocks held by volunteer groups active in disasters.
    - 4) Requested from the State through the local Disaster District.

Bottled water is normally distributed in one-gallon plastic jugs.
  - c. Distribute bottled water from trucks in affected areas on an established route/schedule.
  - d. Identify water supply points in unaffected areas and have those without water go to these points to fill their containers.

- 1) If significant numbers of people do not have transportation to get them to the water supply points outside their neighborhood, this option is unworkable.
  - 2) You may need to provide containers for those who do not have them.
3. If the water supply outage affects the entire community, options a, b, and c above remain viable, but option d may be unworkable if there are no nearby water sources that are operable.
  4. It is generally necessary to provide attendants at temporary water distribution sites to keep operations running smoothly.
  5. For slowly-developing emergency situations, emergency public information announcements advising citizens to fill and store water containers in advance of the arrival of hazardous conditions may reduce later requirements for emergency water distribution.

AI-26395

12.A.

**Architectural services - Memorial Park (Penitas)**

**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Candace Armenta  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

---

**Information**

**CAPTION**

Urban County Program is requesting approval of a best and final negotiated contract with Alcocer Garcia and Associates aka AGA, Inc., in the amount of \$9,563.00 utilizing Year 23 (2010) Parks, Recreational Facility funds for architectural services at Memorial Park in Penitas, Texas.

**BACKGROUND**

AGA, Inc. has submitted a best and final offer for professional architectural services required for the Parks, Recreational Facilities at Memorial Park in Penitas. AGA, Inc. was the highest rated firm by Commissioner's Court on December 30, 2010. Contract approval in the amount of \$9,563.00 is being requested. See attached scope of services.

Contract Amount: \$ 9,563.00  
Funds Available: \$ 100,000.00 – FY 23 (2010)

---

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Utilizing Year 23 (2010) Parks, Recreational Facility funds for architectural services at Memorial Park in Penitas, Texas.

Contract Amount: \$ 9,563.00  
Funds Available: \$ 100,000.00 – FY 23 (2010)

---

**Attachments**

Link: [park services](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/26/2011 04:48 PM | APRV   |
| 2         | Manuel Chapa        | Manuel Chapa | 04/27/2011 04:28 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 04/28/2011 05:03 PM | APRV   |

4 Purchasing Department Darlene Betancourt 04/29/2011 08:46 AM APRV

Form Started By: Estella Webber

Started On: 04/26/2011 03:59  
PM

Final Approval Date: 04/29/2011

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# CITY OF PEÑITAS

*Mayor Marcos Ochoa  
Mayor Pro-Tem Tomas Cedillo  
Alderwoman Patricia Cardenas  
Alderman Jose Gonzalez  
Alderman Antonio Flores Jr.  
Alderman Jesus A. Avendaño  
City Administrator Noe Cavazos  
City Secretary Ana Cantu*

\*\*\*\*\*

April 26, 2011

Mr. Tony Barco, Compliance Division Manager  
Urban County Program  
County of Hidalgo  
1916 Tesoro Blvd.  
Pharr, Texas 78577

RE: City of Peñitas Park Improvements at Veterans Memorial Park

Dear Mr. Barco;

The City of Penitas has reviewed the proposal submitted by AGA INC., (Alcocer Garcia Associates) for the parks project. We have concurred to accept the best and final offer. Please let me know if I need to provide your office with additional information.

Again, we thank you for lending our City your continued support and assistance on this matter of utmost importance.

Sincerely,

Noe Cavazos  
City Administrator

Cc: Candace Armenta



Project: Improvements to Veterans Memorial Park, City of Penitas, Texas

Preliminary Construction Cost Estimate

|                                               |           |
|-----------------------------------------------|-----------|
| Demolition work and hauling.....              | \$ 3,720  |
| Concrete ramp & steps, .....                  | 7,440     |
| Railings, .....                               | 1,980     |
| Concrete footings and slab for structure..... | 2,530     |
| Steel structural columns for structural.....  | 3,472     |
| Metal framing and carpentry.....              | 5,208     |
| Stucco.....                                   | 3,819     |
| Painting.....                                 | 992       |
| Granite column facing.....                    | 23,808    |
| Metal structure and roofing.....              | 7,440     |
| 20 Letters.....                               | 992       |
| Clean 2 existing plaques.....                 | 620       |
| 2 New plaques.....                            | 1,984     |
| 2 Benches.....                                | 1,860     |
| 1 Flagpole.....                               | 2,604     |
| 11 Electrical waterproof outlets.....         | 3,475     |
| Retaining Wall Repairs.....                   | 3,472     |
| Contingency.....                              | 1,000     |
| Sub-total.....                                | \$ 76,420 |
| + Contractor's O/H & profit (18%).....        | 13,755    |
| Construction Total.....                       | \$ 90,175 |

Total Project Cost Estimate

|                                                 |           |
|-------------------------------------------------|-----------|
| Construction.....                               | \$ 90,175 |
| Architectural fee (7.5%).....                   | 6,763     |
| Topographic Survey.....                         | 800       |
| Printing.....                                   | 800       |
| Accessibility Registration and Plan Review....  | 600       |
| Accessibility Post-Construction Inspection..... | 600       |
| Total....                                       | \$ 99,738 |

✓ 

George A. Garcia,  
AGA, Inc. Architect  
4 - 15 - 11

APR 21 2011  
G

## Exhibit B

### Cost Estimate

# AGA, INC.

ALCOCER GARCIA ASSOCIATES

April 15, 2011

Noe Cavazos, City Administrator  
City of Penitas  
P.O. Box 204  
Penitas, TX 78576

Re: Scope of Architectural / Engineering Services for Improvements to Veterans Memorial Park

Dear Mr.Cavazos,

The AGA, Inc. Scope of Services for the referenced project is based on the following:

Project includes: Demolition of existing roof and roof structure and installation of new park marker structure, metal canopy at marker structure, ramping sidewalk for accessibility, electrical outlets at existing picnic shelters, repair of retaining wall at parking area and related accessories.

The AGA, Inc. A/E services would be as contained in the standard Urban County Program Professional Services Agreement and include the following Basic Services:

1. Architectural Design and Construction Administration Services Phases
2. Structural Engineering Design and Construction Administration Services
3. Electrical Engineering Design and Construction Administration Services
4. Prepare Bidding Forms and Documents
5. Assist Owner in Receipt of Competitive Bids
6. Evaluate Bids Received
7. Issue Notice of Award and Notice to Proceed to successful Bidder
8. Review project Shop Drawings and Submittals
9. Review and certify General Contractor's Application for Payments
10. Construction inspections and Reports
11. Punch -list inspection(s)
12. Final inspection and close-out documents

Based on the estimated construction cost of \$ 90,175.00 (copy attached), the AGA, Inc. Basic Services fee would be a sum of \$ 6,763.00 (7.5% of the estimated construction cost). We would also include the following services directly related to the project:

|                                                                 |               |
|-----------------------------------------------------------------|---------------|
| Topographic survey of marker area.....                          | 800.00        |
| Reproduction of plans and specifications (40 sets).....         | 800.00        |
| State Accessibility Standards Registration and Plan Review ..   | 600.00        |
| State Accessibility Standards Post Construction Inspection .... | <u>600.00</u> |
| Total.....                                                      | \$ 2,800.00   |

The total A/E Contract would be \$ 6,763.00 + \$ 2,800.00, for a total stipulated fixed sum of \$ 9,563.00.

Sincerely,

  
George A. Garcia, Architect

AGA, INC. 1333 E. Jasmine Ave. McAllen, TX 78501 Tel.: (956) 618-2007 Fax: (956) 618-2008

APR 21 2011



# Exhibit A

## Scope of Services

**AGA, INC.**  
ALCOCER GARCIA ASSOCIATES, INC.

April 15, 2011

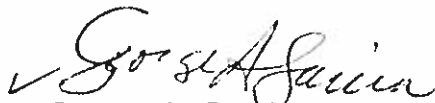
Noe Cavazos, City Administrator  
City of La Penitas  
P.O. Box 204  
Penitas, TX 78576

Re: Proposed Improvements to Veterans Memorial Park, City of Penitas

Dear Mr. Cavazos,

Based on the Scope of Services, cost estimates and preliminary drawings we have provided the City, this is to confirm that the fee for the AGA, Inc. professional services is a fixed stipulated amount of \$ 9,563.00, as detailed in our Scope of Services letter dated 4-15-11. Please consider this amount our best and final offer.

Sincerely,



George A. Garcia  
Architect

cc: Candace Armenta, Projects Coordinator  
Hidalgo County Urban County Program

APR 21 2011



**SECTION XIX  
EFFECTIVE DATE**

The effective date of this contract shall be 3<sup>rd</sup> day of May 2011. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Architect Signature

**Firm Name:** Alcocer Garcia Associates Design Company

**Address:** 1333 East Jasmine Avenue.

**City/State/Zip:** McAllen, Texas 78501

**FED ID# ISS #:** 26-4262500

**STATE OF TEXAS  
COUNTY OF HIDALGO**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

By \_\_\_\_\_ of and on behalf of (a corporation) (a partnership) (a sole proprietorship).  
(title)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public State of Texas

**Urban County Program**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Diana R. Serna, UCP Director

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

## **SECTION XVII INSURANCE**

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

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of \$300,000.00 for bodily injury and \$100,000.00 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVIII WARRANTY**

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



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

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

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

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

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

## **SECTION XI TIME OF PERFORMANCE**

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates within thirty (30) days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within ninety (90) days such notice to proceed.

## **SECTION XII VENUE**

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

## **SECTION XIII CHANGES**

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

## **SECTION XIV COMPLIANCE WITH LOCAL LAWS**

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

## **SECTION XV ASSIGNABILITY**

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

## **SECTION XVI GENERAL**

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

## **SECTION VII OWNERSHIP OF DOCUMENTS**

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

## **SECTION VIII TERMINATION**

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

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

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

## **SECTION IX COUNTY AND CITY OFFICIALS**

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

## **SECTION X SUCCESSORS AND ASSIGNS**

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

- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI PAYMENTS TO THE ARCHITECT

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

- 6.1 The Architect shall be paid a total fixed amount of **\$9,563.00** (nine thousand five hundred sixty-three dollars and no cents) for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.
- 6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

### **SECTION III ADDITIONAL SERVICES OF THE ARCHITECT**

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

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

### **SECTION IV REIMBURSABLE EXPENSES**

- 4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architect's actual cost.

### **SECTION V THE PARTY'S RESPONSIBILITIES**

**The Party will:**

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Architect services or data as required such as appropriate professional interpretations for of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Architect will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.
- l. The Architect will be responsible for interim and final inspection.
- m. Furnish to the Party of City of Peñitas four (4) sets of plans, four (4) sets of specifications, and contract documents.

## **2.1 Preliminary Phase**

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary architectural plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, maybe required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the architectural data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

## **2.3 Construction Phase**

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

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

STATE OF TEXAS                   §  
                                          §  
COUNTY OF HIDALGO           §

**5010-60-0311-5000-6000**

**Professional Services Agreement**

This Agreement, entered into this 3<sup>rd</sup> day of May 2011 by and between Hidalgo County, a political subdivision of the State of Texas, joined by the City of Peñitas, (hereinafter called the "Party") and George Garcia, duly authorized Architecture, herein acting by Alcocer Garcia Associates Design Company aka AGA, Inc., (hereinafter called the "Architect").

**WITNESSETH THAT:**

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

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

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

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

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

**SECTION I  
EMPLOYMENT OF THE ARCHITECT**

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

**SECTION II  
BASIC SERVICES OF THE ARCHITECT**

The Architect shall perform the following Basic Services in connection with the proposed Parks, Recreational Facilities Project, account(s) 5010-60-0311-5000-6000 (See Exhibit A).



AI-26429

12.B.

**Street improvements project - City of Alton**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Monica Leal  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

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**Information**

**CAPTION**

The Urban County Program on behalf of the City of Alton, is requesting approval and award of best and final negotiated contract with LeFEVRE Environmental & Management Consulting, LLC in the amount of \$35,302.50 utilizing CDBG Years 22 & 23 (2009 & 2010) Street Improvements funds.

**BACKGROUND**

LeFEVRE Environmental & Management Consulting, LLC has submitted a best and final offer for professional engineering services for the 2009 & 2010 City of Alton - Street Improvements Project. LeFEVRE Environmental & Management Consulting, LLC was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of \$35,302.50. See attached scope of services and Best and Final Offer Letter.

Contract Amount: \$ 35,302.50

Funds Available: \$365,923.19 - FY 22 & 23 (2009 & 2010) – Street Improvements

---

**Fiscal Impact**

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

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

**BUDGETARY IMPACT:**

Urban County will utilize CDBG Year 22 (2009) & Year 23 (2010) Street Improvement funds for this project.

Contract Amount: \$35,302.50

Funds Available: \$365,923.19

---

**Attachments**

Link: [improvements](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/28/2011 08:25 AM | APRV   |
| 2         | Olga Garza          | Olga Garza   | 04/28/2011 10:49 AM | APRV   |

3 Auditor's Office Linda Fong 04/28/2011 05:06 PM APRV

4 Purchasing Department Darlene Betancourt 04/29/2011 08:46 AM APRV

Form Started By: Estella Webber  
Started On: 04/27/2011 05:04 PM

Final Approval Date: 04/29/2011

---



## **The City of Alton**

**509 South Alton Blvd. Alton, Texas 78573-1196**

**Office (956) 432-0760. Fax (956) 432-0766**

April 26, 2011

Ms. Diana Serna, UC Director  
Urban County Program  
1916 Tessoro Bld  
Pharr, Texas 78577

Dear Ms. Leal:

The City Commission approved the best and final offer from LeFevre Environmental & Management Consulting (LEMC) engineering for the current Street Paving Project for the paving of Mahala, Roosevelt, Oaxaca and Jefferson streets. At this time we recommend to place this item on the next County Commissioners Court for their approval.

Thanks you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena  
Assistant City Manager

CC: Ms. Monica Leal, UC Project Coordinator  
Mr. Tony Barco, UC Program Manager  
Mr. Jorge Arcaute, City Manager



STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

### **Part I - Professional Services Agreement**

This Agreement, entered into this 3<sup>rd</sup> day of May 2011 by and between City of Alton, (hereinafter called the "Party") and **LeFEVRE Environmental & Management Consulting, LLC**, duly authorized Engineer, herein acting by **Wesley Richard LeFevre, P.E., President** (hereinafter called the "Engineer").

#### **WITNESSETH THAT:**

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

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

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

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

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

#### **SECTION I EMPLOYMENT OF THE ENGINEER**

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

#### **SECTION II BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Account(s) 5009/10-10-0311-5000-1000. (See Exhibit A)

## **2.1 Preliminary Phase**

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

## **2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.
- l. The Engineer will be responsible for interim and final inspection.

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

### **SECTION III ADDITIONAL SERVICES OF THE ENGINEER**

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

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

### **SECTION IV REIMBURSABLE EXPENSES**

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

### **SECTION V THE PARTY'S RESPONSIBILITIES**

#### **The Party will:**

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## **SECTION VI PAYMENTS TO THE ENGINEER**

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

- 6.1 The Engineer shall be paid a total fixed amount of **\$35,302.50** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## **SECTION VII OWNERSHIP OF DOCUMENTS**

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



## **SECTION VIII TERMINATION**

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

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

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

## **SECTION IX COUNTY AND CITY OFFICIALS**

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

## **SECTION X SUCCESSORS AND ASSIGNS**

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

## **SECTION XI TIME OF PERFORMANCE**

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

## **SECTION XII VENUE**

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

## **SECTION XIII CHANGES**

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

## **SECTION XIV COMPLIANCE WITH LOCAL LAWS**

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

## **SECTION XV ASSIGNABILITY**

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

## **SECTION XVI GENERAL**

- 16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
  - a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
  - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
  - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

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

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

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

## SECTION XVII INSURANCE

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

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVIII WARRANTY**

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

## SECTION XIX

The effective date of this contract shall be May 3, 2011. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_  
**Wesley Richard LeFevre, P.E., President**

**Firm Name: LeFEVRE Environmental & Management Consulting, LLC**

Address: **612 Nolana, Suite 350**  
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: 27-5267593

**STATE OF TEXAS** §  
§  
**COUNTY OF HIDALGO** §

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

(seal)

**Notary - Signature**

**County of Hidalgo Urban County Program:**

**Witness**

**Diana R. Serna, UCP Director**

**Exhibit “A”**  
(Scope of Services)

see attached

Exhibit "A"  
SCOPE OF SERVICES  
CITY OF ALTON  
YEAR 2010 STREET IMPROVEMENTS  
PREPARED BY:  
**LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The City of Alton, proposes to construct paving improvements for the following streets: Mahala, Roosevelt, Oaxaca and Jefferson. The improvements will consist of total reconstruction for all streets.

**Contract Amount: \$ 35,302.50**

**Project Tasks**

**Task 1 – Project Orientation and Startup**

LEMC proposes an initial project orientation meeting be scheduled so that both the City and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

**Task 2 – Survey**

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

**Task 3 – Design Alternatives**

Various design alternatives will be developed using information secured from ongoing field surveys. The existing record plans of city infrastructure will be used as a guide for design evaluations. Each alternative will be evaluated with regard to the Project's goals being met. Cost Estimates will be developed for the various alternatives.

**Task 4 – Design**

LEMC will assure that the paving improvements designed and incorporated in the plans are adequate for the area.

**Task 5 – Preliminary Plans and Estimates**

LEMC will provide City staff a set of plans and estimates for accordance, evaluation and coordination.

**Task 6 – Final Plans and Specifications**



Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

#### **Task 7 – Bidding and Award**

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the City desires.

Post bid ,LEMC will tabulate the bids and make recommendations in consultation with City staff.

Post Award, LEMC will prepare necessary contract documents for execution, after award by the City.

#### **Task 8 – Construction**

LEMC will observe ongoing work, identify survey control for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

#### **Task 9 – As Builts**

LEMC will provide to the City a reproducible “as-built” set of plans of the project along with an electronic version of the plans.

Please accept this proposal letter as our final and best offer.

Respectfully,



Wesley Richard LeFevre, P.E.  
President



**EXHIBIT "B"**  
**City of Alton - 2010 Urban County Project**  
**Street Improvements**  
**Engineer's Opinion of Estimated Cost**  
**Apr-11**

| Item #                       | Description                                                                                                                                                                                                              | Est. Qty. | Unit Price | Total               |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|---------------------|
| <b>Mahala Street</b>         |                                                                                                                                                                                                                          |           |            |                     |
| 1                            | Reconstruction: 2" Hot Mix Asphaltic Concrete (Type "D") with recycled 8" caliche base (stabilized with EN-1) on 6" compacted and treated subgrade and 24" Concrete curb and gutter (32 foot Residential Street Section) | 1500      | LF \$89.00 | \$133,500.00        |
| <b>Roosevelt Street</b>      |                                                                                                                                                                                                                          |           |            |                     |
| 2                            | Reconstruction: 2" Hot Mix Asphaltic Concrete (Type "D") with recycled 8" caliche base (stabilized with EN-1) on 6" compacted and treated subgrade and 24" Concrete curb and gutter (32 foot Residential Street Section) | 1075      | LF \$89.00 | \$95,675.00         |
| <b>Oaxaca Street</b>         |                                                                                                                                                                                                                          |           |            |                     |
| 5                            | 1.5" Hot Mix Asphaltic Concrete (Type "D") overlay with level up as needed (24 foot wide pavement section)                                                                                                               | 640       | LF \$25.00 | \$16,000.00         |
| <b>Jefferson Avenue</b>      |                                                                                                                                                                                                                          |           |            |                     |
| 2                            | Reconstruction: 2" Hot Mix Asphaltic Concrete (Type "D") with recycled 8" caliche base (stabilized with EN-1) on 6" compacted and treated subgrade and 24" Concrete curb and gutter (32 foot Residential Street Section) | 650       | LF \$89.00 | \$57,850.00         |
| <b>Grand Total (Rounded)</b> |                                                                                                                                                                                                                          |           |            | <b>\$303,025.00</b> |

Engineering Design    \$30,302.50    10%  
Survey    \$5,000.00  
**SUBTOTAL    \$35,302.50**



**LeFEVRE**

ENVIRONMENTAL &  
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 300  
McAllen, Texas 78504  
Tel. 956.661.6000  
Fax. 956.661.8001

AI-26417

12.C.

**Public Hearing - Action Plan**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Lupita Garcia  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

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**Information**

**CAPTION**

Public Hearing regarding the draft Urban County Program One Year Annual Action Plan for Program Year 24 (2011-2012).

**BACKGROUND**

The estimated Annual Action Plan for Year 24 (2011-2012) is based on a budget of \$12,484,068.00. The allocation is as follows:

\$ 9,139,948.00 (CDBG)  
\$ 2,973,382.00 (HOME)  
\$ 370,738.00 (Emergency Shelter Grant-ESG)  
\$12,484,068.00 Total

A draft copy of the Annual Workplan was made available for review at the Urban County Program office for a thirty-day comment period beginning with March 28, 2011 and ending on April 27, 2011. All comments received will be noted in the final work plans submitted to HUD.

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**Fiscal Impact**

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**Attachments**

Link: [annual action plan](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/27/2011 04:00 PM | APRV   |
| 2         | Olga Garza            | Olga Garza         | 04/28/2011 10:08 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:12 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Estella Webber  
Started On: 04/27/2011 03:41 PM  
Final Approval Date: 04/29/2011

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**PUBLIC HEARING NOTICE  
HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

**Published on April 28, 2011**

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the County's needs under the (24<sup>th</sup>) year Urban County Program (Year 2011).

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.

The public hearing will be held on **Tuesday, May 3, 2011 at 9:30 A.M.** at the following location:

**Hidalgo County Commissioner's Court  
100 E. Cano Street,  
Edinburg, Texas 78540**

The **Urban County Program** anticipates an allocation of approximately **(\$12,484,068.00)** based on last year's allocation. Listed below is a partial listing of eligible activities.

**Public Facilities Needs**

- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

**Infrastructure Improvement Needs**

- Flood Drain Improvements
- Water Improvements
- Sewer Improvements
- Street Improvements

**Public Service Needs**

- Senior Services
- Handicapped Services
- Youth Services
- Child Care Services

**Accessibility**

**Economic Development Needs**

- Technical Assistance

**Lead-Based Paint/Hazard Abatement**

**Code Enforcement**

**Emergency Shelter Needs**

**Housing Needs**

**Community Planning**

**Program Administration**

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) **787-8127**. Written comments can be forwarded to :

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

**Hidalgo County**  
**Urban County Program**  
**Public Hearing on Needs Assessment**  
Sign-In Register  
Hidalgo County Commissioner's Court  
May 3, 2011  
9:30 A.M.

Name

Agency

Phone No.

- 1.
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- 3.
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# PUBLIC NOTICE

## Urban County Program County of Hidalgo

Notice is hereby given that the County of Hidalgo has completed its proposed One Year Action Plan for 2011, (Program Year 24). The estimated allocation for 2011 totals \$12,484,068.00 million. The County, through the Urban County Program and in cooperation with the various cities listed below, will submit its proposed One Year Action Plan for 2011 which includes Community Development Block Grant (CDBG) Entitlement Program, HOME and Emergency Shelter Grant (ESG) Program to the U.S. Department of Housing and Urban Development (HUD), San Antonio Office, One Alamo Center, 106 South St. Mary's St., Suite 405, San Antonio, TX 78205, on or about **Monday, May 9, 2011**. H.U.D. will review the proposed One Year Action Plan, and is expected to approve the Plan by **July 1, 2011**.

The County is hereby soliciting comments during a thirty (30) day comment period from **March 28, 2011 to April 27, 2011**. Interested parties are encouraged to make their views known on the One Year Action Plan for 2011 (Program Year 24), by calling or visiting the Urban County Program office, 1916 Tesoro Blvd., Pharr, TX 78577, (956) 787-8127. A more detailed listing of activities and explanation of the One Year Action Plan will be made available to any interested party.

*Accommodations for persons with disabilities will be made upon notification made in advance by calling the above number.*

*Las informaciones se haran en espanol para aquellas personas que asi lo desean.*

### **County of Hidalgo** **Urban County Program - One Year Workplan**

The County of Hidalgo One Year Action Plan, administered through the Urban County Program, encompasses direct funding from the Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) programs. Indirect funding resources (also referred to as leveraged funds) include the TDHCA Colonia Fund, the Economically Distressed Areas Program (EDAP), and Texas Parks & Wildlife funding. Federal funding is leveraged through the Economic Development Administration (EDA), the Environmental Protection Agency (EPA), Rural Development Agency, loans and grants offered through the North American Development Bank (NAD Bank), and public housing authorities' funding, meals for elderly, and youth programs. Local funding resources are mainly through Municipalities, Hidalgo County Road & Bridge funds.

### **Program Goals**

The four Program Goals of the County of Hidalgo, Urban County Program Consolidated Plan Strategy (CPS) are:

1. **To Provide Decent Housing:** To provide housing opportunities for low-and-moderate income persons, to retain and upgrade affordable housing stock, to provide homelessness support services, and to ensure that housing opportunities and services are provided without discrimination.
2. **To Provide a Suitable Living Environment:** To promote a decent, safe, and viable urban environment through the provision of quality of life services, elimination of barriers to the isolation of services and participation in decision-making, to provide adequate infrastructure for community and economic development, and conservation of historically or culturally significant properties and natural resources.
3. **To Expand Economic Opportunities:** To expand opportunities for persons of low-and-moderate income to obtain job skills training, to promote job creation, and to provide an environment conducive to job training and new industry.
4. **To Form and Strengthen Partnerships:** To form new partnerships and to strengthen existing partnerships between the county, federal and state agencies, local government, and non-profit organizations.

### **Specific Goals**

- One: To provide the necessary public or private infrastructure to support housing; in particular, housing for low-and-moderate income residents.

- Two: To encourage the provision of safe and sanitary affordable housing through the promotion of new housing, rental property and/or the rehabilitation of existing housing stock.
- Three: To expand economic opportunities for persons of low-and-moderate income through the creation and/or retention of jobs, in cooperation to the greatest extent possible with state and federal empowerment and enterprise zones.
- Four: To provide for planning activities that will promote a more viable, safe and affordable environment in areas where low-and-moderate income persons reside and work.
- Five: To provide public facilities and assistance for the improvement of "quality of life" conditions for persons who are presumed to be of low-and-moderate income.
- Six: To provide public services in the areas of youth and elderly services, health services, drug abuse counseling, homeless services and enforcement of fair housing law.

**Funds Available  
2011 URBAN COUNTY PROGRAM**

|                     |                        |
|---------------------|------------------------|
| <b>CDBG Budget</b>  | <b>\$ 9,139,948.00</b> |
| <b>HOME Budget:</b> | <b>\$ 2,973,382.00</b> |
| <b>ESG Budget:</b>  | <b>\$ 370,738.00</b>   |

**Total: \$ 12,484,068.00**

| <b>HUD<br/>CODE</b> | <b>ACTIVITY<br/>DESCRIPTION</b>                 | <b>AMOUNT</b> |
|---------------------|-------------------------------------------------|---------------|
| <b>03</b>           | <b>PFI-PUBLIC FACILITIES &amp; IMPROVEMENTS</b> |               |
|                     | Granjeno                                        | \$ 141,055.00 |
|                     | Weslaco                                         | \$ 19,540.00  |
| <b>03E</b>          | <b>NEIGHBORHOOD FACILITIES</b>                  |               |
|                     | Alamo                                           | \$ 103,980.25 |
| <b>03F</b>          | <b>PARKS, RECREATIONAL FACILITIES</b>           |               |
|                     | La Joya                                         | \$ 100,000.00 |
|                     | La Villa                                        | \$ 40,000.00  |
|                     | Mercedes                                        | \$ 132,098.00 |
|                     | Palmview                                        | \$ 201,011.00 |
|                     | Progreso                                        | \$ 50,000.00  |
|                     | Sullivan City                                   | \$ 156,411.00 |
|                     | Precinct No. 2                                  | \$ 60,000.00  |
|                     | Precinct No. 4                                  | \$ 126,000.00 |
| <b>03I</b>          | <b>FLOOD DRAINAGE IMPROVEMENTS</b>              |               |
|                     | Peñitas                                         | \$ 240,000.00 |
|                     | San Juan                                        | \$ 331,198.00 |
| <b>03J</b>          | <b>WATER &amp; SEWER IMPROVEMENTS</b>           |               |
|                     | Alamo                                           | \$ 67,601.00  |
|                     | Donna                                           | \$ 75,093.00  |
|                     | Edcouch                                         | \$ 249,011.00 |
|                     | La Villa                                        | \$ 269,011.00 |
|                     | Weslaco                                         | \$ 256,523.00 |

|            |                                   |               |
|------------|-----------------------------------|---------------|
| <b>03K</b> | <b>STREET IMPROVEMENTS</b>        |               |
|            | Alamo                             | \$ 100,134.75 |
|            | Alton                             | \$ 129,178.97 |
|            | Donna                             | \$ 236,918.00 |
|            | Elsa                              | \$ 316,011.00 |
|            | Mercedes                          | \$ 145,987.00 |
|            | Palmview                          | \$ 130,000.00 |
|            | Peñitas                           | \$ 90,000.00  |
|            | Progreso                          | \$ 284,011.00 |
|            | Sullivan City                     | \$ 164,600.00 |
|            | Precinct No. 1                    | \$ 188,264.00 |
|            | Precinct No. 2                    | \$ 325,868.00 |
|            | Precinct No. 3                    | \$ 426,395.00 |
|            | Precinct No. 4                    | \$ 279,607.00 |
| <b>03O</b> | <b>FIRE STATION/EQUIPMENT</b>     |               |
|            | Alamo                             | \$ 32,295.00  |
|            | Alton                             | \$ 34,284.00  |
|            | La Joya                           | \$ 20,000.00  |
|            | La Villa                          | \$ 5,000.00   |
|            | Mercedes                          | \$ 10,626.00  |
|            | Precinct No. 1                    | \$ 158,000.00 |
| <b>03L</b> | <b>SIDEWALKS</b>                  |               |
|            | Edcouch                           | \$ 70,000.00  |
| <b>04</b>  | <b>CLEARANCE &amp; DEMOLITION</b> |               |
|            | Weslaco                           | \$ 25,000.00  |
| <b>05</b>  | <b>PUBLIC SERVICE (GENERAL)</b>   |               |
|            | Elsa                              | \$ 10,000.00  |
|            | La Villa                          | \$ 15,000.00  |
|            | Mercedes                          | \$ 8,500.00   |
|            | Precinct No. 1                    | \$ 53,536.00  |
|            | Precinct No. 2                    | \$ 31,532.00  |
|            | Precinct No. 3                    | \$ 16,905.00  |
| <b>05A</b> | <b>SENIOR SERVICES</b>            |               |
|            | Alton                             | \$ 15,000.00  |
|            | Elsa                              | \$ 8,000.00   |
|            | La Joya                           | \$ 34,011.00  |
|            | Mercedes                          | \$ 17,500.00  |
|            | San Juan                          | \$ 14,000.00  |
|            | Weslaco                           | \$ 7,000.00   |
|            | Precinct No. 1                    | \$ 28,000.00  |
|            | Precinct No. 2                    | \$ 16,500.00  |
|            | Precinct No. 3                    | \$ 11,000.00  |
|            | Precinct No. 4                    | \$ 17,500.00  |

|             |                                                   |               |
|-------------|---------------------------------------------------|---------------|
| <b>05D</b>  | <b>YOUTH SERVICE</b>                              |               |
|             | Alamo                                             | \$ 30,000.00  |
|             | Alton                                             | \$ 30,000.00  |
|             | La Joya                                           | \$ 50,000.00  |
|             | Mercedes                                          | \$ 7,500.00   |
|             | San Juan                                          | \$ 15,000.00  |
|             | Weslaco                                           | \$ 46,640.00  |
|             | Precinct No. 1                                    | \$ 45,000.00  |
|             | Precinct No. 2                                    | \$ 42,900.00  |
|             | Precinct No. 4                                    | \$ 65,000.00  |
| <b>05E</b>  | <b>TRANSPORTATION SERVICES</b>                    |               |
|             | Donna                                             | \$ 20,000.00  |
|             | Sullivan City                                     | \$ 10,000.00  |
|             | Precinct No. 1                                    | \$ 25,000.00  |
|             | Precinct No. 2                                    | \$ 10,000.00  |
|             | Precinct No. 3                                    | \$ 25,000.00  |
|             | Precinct No. 4                                    | \$ 10,000.00  |
| <b>05G</b>  | <b>BATTERED &amp; ABUSED SPOUSES</b>              |               |
|             | Precinct No. 1                                    | \$ 10,000.00  |
|             | Precinct No. 2                                    | \$ 13,500.00  |
|             | Precinct No. 3                                    | \$ 10,000.00  |
|             | Precinct No. 4                                    | \$ 11,193.00  |
| <b>05M</b>  | <b>HEALTH SERVICES</b>                            |               |
|             | Edcouch                                           | \$ 10,000.00  |
|             | Weslaco                                           | \$ 10,000.00  |
|             | Precinct No. 1                                    | \$ 18,500.00  |
|             | Precinct No. 2                                    | \$ 8,000.00   |
|             | Precinct No. 3                                    | \$ 7,000.00   |
|             | Precinct No. 4                                    | \$ 15,000.00  |
| <b>05N</b>  | <b>ABUSED &amp; NEGLECTED CHILDREN</b>            |               |
|             | Mercedes                                          | \$ 10,000.00  |
|             | San Juan                                          | \$ 7,500.00   |
|             | Precinct No. 1                                    | \$ 30,000.00  |
|             | Precinct No. 2                                    | \$ 33,000.00  |
|             | Precinct No. 3                                    | \$ 60,000.00  |
|             | Precinct No. 4                                    | \$ 35,000.00  |
| <b>016B</b> | <b>NON-RESIDENTIAL-HISTORIAL<br/>PRESERVATION</b> |               |
|             | Hidalgo                                           | \$ 334,011.00 |
| <b>14A</b>  | <b>REHAB; SINGLE-UNIT RESIDENTIAL</b>             |               |
|             | Granjeno                                          | \$ 187,956.00 |



**21A****GENERAL ADMINISTRATION**

|                |              |
|----------------|--------------|
| Alton          | \$ 5,000.00  |
| Donna          | \$ 2,000.00  |
| Edcouch        | \$ 5,000.00  |
| Granjeno       | \$ 5,000.00  |
| La Joya        | \$ 5,000.00  |
| La Villa       | \$ 5,000.00  |
| Mercedes       | \$ 1,800.00  |
| Palmview       | \$ 3,000.00  |
| Peñitas        | \$ 4,011.00  |
| San Juan       | \$ 2,005.00  |
| Sullivan City  | \$ 3,000.00  |
| Weslaco        | \$ 5,000.00  |
| Precinct No. 1 | \$ 5,000.00  |
| Precinct No. 2 | \$ 15,000.00 |
| Precinct No. 3 | \$ 5,000.00  |
| Precinct No. 4 | \$ 2,000.00  |

**SECTION 108 LOAN REPAYMENT**

|       |               |
|-------|---------------|
| Alton | \$ 120,548.03 |
|-------|---------------|

**LOAN PAYMENT TO COMMON FUND**

|         |              |
|---------|--------------|
| La Joya | \$125,000.00 |
|---------|--------------|

|                            |                |
|----------------------------|----------------|
| <b>UCP ADMINISTRATION:</b> | \$1,423,495.00 |
| <b>UCP COMMON FUNDS:</b>   | \$ 55,693.00   |

|                    |                |
|--------------------|----------------|
| <b>GRAN TOTAL:</b> | \$9,139,948.00 |
|--------------------|----------------|

**HOME PROGRAM**

|                                 |                |
|---------------------------------|----------------|
| DIRECT HOMEOWNERSHIP ASSISTANCE | \$ 200,000.00  |
| REHABILITATION                  | \$1,476,044.00 |
| CHDO'S                          | \$1,000,000.00 |
| HOME ADMINISTRATION             | \$ 297,338.00  |

|                     |                |
|---------------------|----------------|
| <b>GRAND TOTAL:</b> | \$2,973,382.00 |
|---------------------|----------------|

**EMERGENCY SHELTER GRANT (ESG) PROGRAM**

|                                |               |
|--------------------------------|---------------|
| ESG ADMINISTRATION             | \$ 18,537.00  |
| MUJERES UNIDAS                 | \$ 109,980.00 |
| AMERICAN RED CROSS             | \$ 50,000.00  |
| ARCH                           | \$ 64,075.00  |
| CATHOLIC CHARITIES OF THE RGV. | \$ 64,073.00  |
| CONSUMER CREDIT COUNSELING     | \$ 64,073.00  |

|                     |               |
|---------------------|---------------|
| <b>GRAND TOTAL:</b> | \$ 370,738.00 |
|---------------------|---------------|

|                              |                 |
|------------------------------|-----------------|
| <b>2011 UCP GRAND TOTAL:</b> | \$12,484,068.00 |
|------------------------------|-----------------|



AI-26418

12.D.

**Resolution - One Year Action Plan**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Lupita Garcia  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

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**Information**

**CAPTION**

Approval of a Resolution authorizing approval and submittal of the Urban County Program One Year Annual Action Plan for Program Year 24 (2011-2012), to the Department of Housing and Urban Development (HUD).

**BACKGROUND**

The Urban County Program is requesting authorization to submit the Urban County Program One Year Annual Action Plan for Program Year 24 (2011-2012). The Annual Action Plan for Year 24 (2011-2012) proposes an overall estimated budget of \$12,484,068.00.

CDBG: \$ 9,139,948.00  
HOME: \$ 2,973,382.00  
ESG (Emergency Shelter Grant): \$ 370,738.00  
\$12,484.068.00

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**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Approval of Resolution

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**Attachments**

Link: [resolution](#)

Link: [work plan 1](#)

Link: [work plan 2](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/28/2011 08:17 AM | APRV   |
| 2         | Manuel Chapa          | Manuel Chapa       | 04/28/2011 09:14 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:12 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Estella Webber

Started On: 04/27/2011 03:52  
PM

Final Approval Date: 04/29/2011

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## **RESOLUTION**

**WHEREAS**, the County of Hidalgo Urban County Program will utilize it's FY 2011 allocation from the U.S. Department of Housing and Urban Development (HUD), and

**WHEREAS**, the Year 24 Preliminary allocation for Hidalgo County Urban County Program is currently set as:

### **Funds Available 2011 URBAN COUNTY PROGRAM**

|                     |                        |
|---------------------|------------------------|
| <b>CDBG Budget:</b> | <b>\$9,139,948.00</b>  |
| <b>HOME Budget:</b> | <b>\$2,973,382.00</b>  |
| <b>ESG Budget:</b>  | <b>\$ 370,738.00</b>   |
| <b>Total:</b>       | <b>\$12,484,068.00</b> |

**WHEREAS**, the County of Hidalgo Urban County Program wishes to continue Community Development Block Grant, HOME and Emergency Solutions Grant activities,

**NOW, THEREFORE BE IT RESOLVED** that the County Judge, be and is hereby authorized to sign any and all documents and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE 3<sup>rd</sup> DAY OF MAY, 2011.

\_\_\_\_\_  
RAMON GARCIA, COUNTY JUDGE  
HIDALGO COUNTY, TEXAS

Attest: \_\_\_\_\_  
ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY, TEXAS

# 2011 ANNUAL WORK PLAN

| 2011                                                              | ALAMO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 334,011.00       |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>03K</b><br><br><b>Environmental Assessment</b><br><b>58.36</b> | <b>STREET IMPROVEMENTS</b><br>Project consists of the overlay of approximately 2205 linear feet of asphalt paving at Birch Avenue (from Tower Road to 9 <sup>th</sup> Street) And Citrus Avenue (from 6 <sup>th</sup> Street to 9 <sup>th</sup> Street)and the surrounding and abutting areas, to include but not limited to engineering fees, material testing fees, and advertisements as it pertains to project completion.<br>LOCATION: Birch Avenue and Citrus Avenue<br>CENSUS TRACT: 0219.02 (04)<br>BENEFICIARIES: 8279                                 | <b>\$100,134.75</b> |
| <b>03O</b><br><b>Exempt</b><br><b>58.34 (a) (11)</b>              | <b>FIRE STATION EQUIPMENT</b><br>Project consists of the reimbursement of Pre-award costs for the construction of a new Fire Station.<br>LOCATION: 423 N. Tower Road, Alamo Texas 78516<br>CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04)<br>BENEFICIARIES: 15074                                                                                                                                                                                                                                                                      | <b>\$32,295.00</b>  |
| <b>03E</b><br><b>Exempt</b><br><b>58.34 (a)(11)</b>               | <b>NEIGHBORHOOD FACILITY-(Library)</b><br>Project consists of the reimbursement of Pre-award costs for the construction of a pubic library.<br>LOCATION: 416 N. Tower Road., Alamo, Texas 785169<br>CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04)<br>BENEFICIARIES: 15074                                                                                                                                                                                                                                                             | <b>\$103,980.25</b> |
| <b>03J</b><br><b>Exempt</b><br><b>58.34 (a)(11)</b>               | <b>WATER/SEWER IMPROVEMENTS:</b><br>Project consists of the reimbursement of Pre-award costs for the construction of a new 500 K gallon elevated storage tank.<br>LOCATION: 320 S. 9 <sup>th</sup> Street, Alamo, Texas 78516<br>CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04)<br>BENEFICIARIES: 15074                                                                                                                                                                                                                                | <b>\$67,601.00</b>  |
| <b>05D</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB OF ALAMO / SAN JUAN</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, and purchase of minor recreational equipment / supplies.<br>Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Project outcome will develop character and leadership skills.<br>Location of service: 501 N. 13th Street, Alamo, Texas<br>Beneficiaries: 320 | <b>\$30,000.00</b>  |

| <b>2011</b>                                                          | <b>ALTON</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$ 334,011.00</b> |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>03O</b><br><b>CE not subj. to</b><br><b>58.35 (b)(3)</b>          | <b>FIRE STATION/EQUIPMENT</b><br>Funds will be utilized for the purchase of fire fighting equipment such as bunker gear, medical equipment and related equipment and supplies for its firefighters and fire units.<br><b>LOCATION:</b> Alton Fire Dept., 509 S. Alton Blvd., Alton, TX<br><b>CENSUS DATA:</b> 241.04 (02,03) 241.05 (02,03,04) 241.06 (01) 241.02 (01) <b>BENEFICIARIES:</b> 52355                                                                                                                                                                                                                                                                                          | <b>\$34,284.00</b>   |
| <b>03K</b><br><b>CE</b><br><b>(subject to 58.5)</b><br><b>(a)(1)</b> | <b>STREET IMPROVEMENTS</b><br>Project consists of the reconstruction of streets to include pavement overlays and curb & gutter to include but not limited to engineering professional fees, surveying/testing fees and advertisements and related appurtenances as they pertain to project completion within the same general vicinity. <b>LOCATION:</b> La Pointe, Combes, Nixon, Waxahachie, Blue bonnet and Vega St.; Alton, TX<br><b>CENSUS DATA:</b> 241.05 (3) <b>BENEFICIARIES:</b> 2397                                                                                                                                                                                             | <b>\$129,178.97</b>  |
| <b>19F</b><br><b>Exempt</b><br><b>58.34 (a)(11)</b>                  | <b>NEIGHBORHOOD FACILITY – REPAYMENT OF SECTION 108 LOAN PRINCIPAL</b> Funds will be utilized to make payment on a section 108 loan for a multi-purpose community facility with community services. <b>LOCATION:</b> 349 West Dawes Ave.; Alton, TX <b>CENSUS DATA:</b> 241.04 (02,03) 241.05 (02,03,04) 241.06 (01) 241.02 (01) <b>BENEFICIARIES:</b> 5235                                                                                                                                                                                                                                                                                                                                 | <b>\$120,548.03</b>  |
| <b>05A</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                   | <b>SENIOR SERVICES – ALTON SENIOR CENTER</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits for a van driver and other center staff as needed that will provide direct services to the elderly.<br>Project consists of transporting the elderly (62+ years old specifically) to and from the senior center, to medical facilities as needed, and the delivery of meals to 10+ homes in Alton.<br>Location of service: Alton Senior Center – 289 W. Dawes Avenue and citywide areas <b>Beneficiaries:</b> 60                                                                                                                                   | <b>\$15,000.00</b>   |
| <b>05D</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                   | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB OF ALTON</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff (coordinators, referees, umpires, lifeguards, etc.) providing direct services to the youth and purchase of minor recreational equipment / supplies. Project consists of providing an after school recreational program that includes the promotion of health, sports program, social education, and vocational and character development of the youth in the community. Location of service: Alton Recreation Center – 329 W. Dawes Avenue, Alton, TX; Sylvia Vela Park – 6161 N. Alton Blvd., Alton <b>Beneficiaries:</b> 450 | <b>\$30,000.00</b>   |
| <b>21A</b><br><b>Exempt</b><br><b>58.34 (a) (3)</b>                  | <b>GENERAL PROGRAM ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$5,000.00</b>    |

| 2011                                   | DONNA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$334,011.00  |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 21A<br>Exempt 58.34<br>(a)(3)          | <b>GENERAL PROGRAM ADMINISTRATION –</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br>LOCATION: 307 South 12 <sup>th</sup> Street, Donna, Texas 78537                                                                                                                                                                                                                                                                                                                                                                                  | \$2,000.00    |
| 03K<br><br>Exempt<br>58.34 (a) (11)    | <b>STREET IMPROVEMENTS</b><br>Project consists of the payment of Certificates of Obligation (bond payment) for street improvements previously completed.<br>LOCATION: City wide project<br>CENSUS DATA: 0221.01 (01,02 & 04), 0221.02 (01-03), 0222.01 (01-02) & 0222.02 (01004)<br>BENEFICIARIES: 14577                                                                                                                                                                                                                                                                                                                                                 | \$ 236,918.00 |
| 03F<br><br>Environmental<br>Assessment | <b>WATER/SEWER IMPROVEMENTS</b><br>Project includes the purchase and installation of new PVC 8" waterlines to upgrade from old 8" cast iron lines, to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion.<br>LOCATION: Beginning at the Intersection of Miller and 12 <sup>th</sup> St. and going east on Miller St., and at the intersection of South Avenue and S. Main Street to the West of 8 <sup>th</sup> Street and surrounding and abutting areas in Donna, Texas 78537.<br>CENSUS DATA: 221.02 (02)<br>BENEFICIARIES: 2258 | \$75,093.00   |
| Exempt<br>58.34 (a)(4)                 | <b>TRANSPORTATION SERVICES- LRGVDC-RIO METRO</b><br>Expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit whom provide public transportation services for the residents of the City of Donna.<br>Location of services: City of Donna Bus Stops;<br>Main office located at 311 N. 15 <sup>th</sup> St, McAllen, TX<br>Beneficiaries: 8096 (LMA)                                                                                                                                                                                                                                                  | \$ 20,000.00  |



| 2011                                                                       | EDCOUCH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$334,011.00        |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>03L</b><br><b>Environmental</b><br><b>Assessment</b><br><b>58.36</b>    | <b>SIDE WALKS</b><br>Project consists of construction of a new side walk along Nixon St. and Mile 17, to include but not limited to engineering fees, survey, advertisement fees and related appurtenances that may pertain to the project completion within the same general vicinity.<br><b>LOCATION:</b> Nixon St. and Mile 17, Edcouch, TX<br><b>CENSUS DATA: 245 (01)</b><br><b>BENEFICIARIES: 1621</b>                                                                                                                                                                                                                                                                                                                          | <b>\$70,000.00</b>  |
| <b>03J</b><br><br><b>CE</b><br><b>not subj. to</b><br><b>58.35 (b) (7)</b> | <b>WATER / SEWER IMPROVEMENTS</b><br>Project consists of the upgrade of water plant monitoring systems as well as the purchase of water plant equipment and upgrades in order to be in compliance of TCEQ regulations. This includes the installation of permanent electrical wiring on underground conduit for pumps and motor controllers, the installation of sludge transfer pump, clarifier scrapper motors, air compressor and SCADA equipment, to also include of the purchase of approximately 751 water meters with electronic readout terminals.<br><b>LOCATION:</b> Water Plant located at 400 Adkins Street, Edcouch, TX; water meters located City wide <b>CENSUS DATA: 245.00 (01-03)</b><br><b>BENEFICIARIES: 3351</b> | <b>\$249,011.00</b> |
| <b>05M</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                         | <b>HEALTH SERVICES – NUESTRA CLINICA DEL VALLE</b><br>Project consists of the reimbursement of medical Services to adults residing in the City of Edcouch and students enrolled in the Edcouch – Elsa I.S.D. This will include support services of Pharmacy, radiology, laboratory and sub specialty referral.<br><b>Location of service:</b> Nuestra Clinica Del Valle Clinic – 1200 E. Santa Rosa, Edcouch, TX <b>Beneficiaries: 130</b>                                                                                                                                                                                                                                                                                            | <b>\$10,000.00</b>  |
| <b>21A</b><br><b>Exempt</b><br><b>58.34 (a)(3)</b>                         | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$5,000.00</b>   |

| 2011                                                                     | ELSA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$334,011.00        |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Environmental Assessment</b><br><br><b>58.36</b><br><br><b>8-Step</b> | <b>STREET IMPROVEMENTS</b><br>Project consists of the reconstruction of streets to include paving, curb & gutter and sidewalks to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas.<br>LOCATION: Oscar Gonzalez St., 6 <sup>th</sup> St., Austin St., Hidalgo St., Ricky Crossland St., and Magson St.<br>CENSUS DATA: 02441.00 (02,03 & 04)<br>BENEFICIARIES: 4876 | <b>\$316,011.00</b> |
| <b>Exempt</b><br><br><b>58.34 (a) (4)</b>                                | <b>PUBLIC SERVICE (GENERAL) –RGV FOOD BANK</b><br>Project expenditures include the reimbursement of expenses for purchased food delivered to the Elsa Housing Food Pantry for distribution to residents of the City of Elsa.<br>Location: Elsa Housing Food Pantry 309 West 3 <sup>rd</sup> Avenue, Elsa TX 78543 , RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502.<br>Beneficiaries: 550                                                                                                                                  | <b>\$10,000.00</b>  |
| <b>Exempt</b><br><br><b>58.34 (a) (4)</b>                                | <b>SENIOR SERVICES- AMIGOS DEL VALLE</b><br>Project expenditures include the reimbursement of expenses for delivered meals to the elderly (62 years older) residents within the City of Elsa city limits.<br>Location: 505 N. Hidalgo Street, Elsa, Texas 78543<br>Beneficiaries: 10                                                                                                                                                                                                                                                       | <b>\$8,000.00</b>   |

| 2011                                                                | GRANJENO                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$334,011.00        |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>21A</b><br><b>Exempt</b><br><b>58.34(a)(3)</b>                   | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br>Location: 6603 South FM 494 Granjeno, Texas 78572                                                                                                                                                                                                                               | <b>\$5,000.00</b>   |
| <b>Cat. Excl.</b><br><b>Not Subject To:</b><br><b>58.35 (b) (3)</b> | <b>PUBLIC FACILITY IMPROVEMENTS</b><br>Project consists of the purchase and installation of recreational equipment for Granjeno's Recreational Center to include but not limited to a complete volleyball court area. Equipment also includes 4 laptop computers to help provide the youth residents with an improved learning environment..<br>Location: 6607 South FM 494, Granjeno Texas 78572<br>Census Data: 213.01 BG 03 – 56.2% LMI<br>Beneficiaries: 338 : 1 Facility | <b>\$141,055.00</b> |
| <b>14A</b><br><b>CE subject to</b><br><b>58.35(a)(1)</b>            | <b>REHAB - SINGLE UNIT REHABILITATION</b><br>Reconstruction of five (5) homes for residents of low to moderate income.<br>Location: Addresses will be provided when rehab home are chosen<br>Census Data: Not yet available<br>Beneficiaries: 5 Units                                                                                                                                                                                                                         | <b>\$187,956.00</b> |

| 2011                                                                              | HIDALGO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$334,011.00        |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>016B</b><br><b>Cat Excluded</b><br><b>Not Subject to</b><br><b>58.36(b)(7)</b> | <b>NON-RESIDENTIAL – HISTORICAL PRESERVATION</b><br>Phase 2 of a 4 phase project. Phase 2 will be a continuation of 2010 funding and will be pre-award agreement, using funding from 2010-2013. Project consists of the restoration to its original courthouse state and will be converted into a combination museum, tourist center, and Hidalgo County Heritage Foundation Office, all of which will benefit the low to moderate income residents of the community.<br>Location: Old Hidalgo County Courthouse 16 East Flora Avenue<br>Hidalgo, Texas 78557<br>Census Data: 213.01 BG 01 – 73% LMI<br>Beneficiaries: 2,525 | <b>\$334,011.00</b> |

| 2011                                                                           | LA VILLA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 334,011.00       |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>03J</b><br><br><b>CE</b><br><b>not subj. to</b><br><b>58.35 (b) (7)</b>     | <b>WATER / SEWER IMPROVEMENTS</b><br>Project will continue the improvements and upgrades identified in Year 22 that was initiated in Phase I Year 23 to include but not limited to: Water Treatment Plant (1) add concrete lining and upgrade pump(s) to backwash sludge pond (2) installation of four water main valves located throughout city at 6 <sup>th</sup> & Cotton Street, 5 <sup>th</sup> & Almendra Street, 3 <sup>rd</sup> & Laurel and on 3 <sup>rd</sup> Street in the alley between Gumwood and Laurel Street.<br>LOCATION: Water Plant at Nogales & 1 <sup>st</sup> Street<br>CENSUS TRACK: 0246.00 (02)<br>BENEFICIARIES: 1300<br><b>Waste Water Treatment Plant:</b> Continuation of improvements and upgrades identified in Phase I Year 22 to include but not limited to: (1) Install emergency generator(s) at sewer plant, main lift station on 7 <sup>th</sup> street and also at the prison facility lift station to provide for operation of sewer services during period of power blackouts (2) Installation of control box for rotor operations (3) refurbish existing drying beds.<br>LOCATION: Mile 17 on East side<br>CENSUS TRACK: 0246.00 (02)<br>BENEFICIARIES: 1300 | <b>\$269,011.00</b> |
| <b>03F</b><br><br><b>CE</b><br><b>not subj. to</b><br><b>58.35 (b) (7)</b>     | <b>PARKS, RECREATIONAL FACILITIES</b><br>Project consists of the continuation of improvements identified in Phase I Year 22 to include but are not limited to fencing, construction of concession stand, etc., as well as rehabilitation of the baseball field seating (bleachers) and to include advertisements, engineering and testing if needed.<br>LOCATION: La Villa city park, Nogales & Second St., La Villa TX<br>CENSUS DATA: 246.00 (02)<br>BENEFICIARIES: 1300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$40,000.00</b>  |
| <b>21A</b><br><br><b>Exempt</b><br><b>58.34 (a) (3)</b>                        | <b>GENERAL PROGRAM ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$5,000.00</b>   |
| <b>03O</b><br><b>Cat. Excl.</b><br><b>Not Subj. To:</b><br><b>58.35 (b)(3)</b> | <b>FIRE STATION/EQUIPMENT</b><br>Project consists of the purchase of fire fighting equipment such as bunker gear and related equipment for the volunteer fire dept.<br>LOCATION: La Villa Fire Dept.; 920 S. Mike Chapa Drive; La Villa, TX<br>CENSUS TRACT: 246.00 (1-3)<br>BENEFICIARIES: 5009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$5,000.00</b>   |
| <b>05</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                              | <b>PUBLIC SERVICES (GENERAL) – RGV FOOD BANK</b><br>Funds shall be used for reimbursement of the purchase of food to be distributed by Iglesia Rosa De Sarron who will assist needy families throughout the city of La Villa with distribution of food.<br>Location of service: La Villa Youth Center – 302 West 2 <sup>nd</sup> Street, La Villa, Texas<br>Beneficiaries: 975                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>\$15,000.00</b>  |

| 2011                                               | LA JOYA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$334,011.00 |
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| 21A<br>Exempt<br>58.34 (a)(3)                      | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br>Location: La Joya City Hall – 101 N Leo Avenue, La Joya TX 78560                                                                                                                                                                                                                                                                                                                                     | \$5,000.00   |
| 03O<br>Cat. Excl.<br>Not Subj. To:<br>58.35 (b)(3) | <b>FIRE STATION EQUIPMENT</b><br>Project consists of the purchase of fire equipment to include but not limited to new bunker gear, cascade system and other fire suppression equipment.<br>Location: 625 East Expressway 83 La Joya, Texas 78560<br>Census Data: 242.02 BG 02,03,04 56% LMI<br>Beneficiaries: 3,305                                                                                                                                                                                                                                                                                | \$20,000.00  |
| 05A<br>Exempt<br>58.34 (a)(4)                      | <b>SENIOR SERVICES (LA JOYA SENIOR CENTER)</b><br>Project consists of the salary reimbursement for senior service employees that provide direct services to elderly. Employee job titles include van driver, kitchen aide I and Center Aide II, providing meals, transportation, and various services to the elderly (62 years older).<br>Location: Senior Citizen Center 920 South Leo Ave, La Joya Tx 78560<br>Beneficiaries:                                                                                                                                                                    | \$34,011.00  |
| 05D<br>Exempt<br>58.34 (a)(4)                      | <b>YOUTH SERVICES (LA JOYA YOUTH CENTER)</b><br>Project consists of the reimbursement of salaries for director and staff providing direct services to the youth of the community. Funds will also be used for the purchase of equipment for baseball, soccer, cheer and dance activities being implemented after school mentorship and football, benefiting youth within the community.<br>Location: Youth Facility 604 Salomon Chapa La Joya, Texas 78560<br>Beneficiaries: 230                                                                                                                   | \$50,000.00  |
| 03F<br>Environmental<br>Assessment<br>58.35        | <b>PARK, RECREATIONAL FACILITY IMPROVEMENTS</b><br>Project consists of the construction of a parking lot for the youth facility located within the park to include but not limited to engineering fees, testing services, and purchase of materials for the construction of curb and gutter, paving, street lighting and all other related appurtenances as they pertain to project completion to be done through an Interlocal agreement with Precinct No. 3.<br><br>Location: Youth Facility 604 Salomon Chapa La Joya, Texas 78560<br>Census Data: 242.02 BG 04 – 74% LMI<br>Beneficiaries: 208 | \$100,000.00 |
|                                                    | <b>LOAN REPAYMENT to COMMOND FUND</b><br>Repayment of funds used to construct La Joya Municipal Library parking lot to include curb and gutter, lighting and all related appurtenances.<br>Location: La Joya City Hall – 101 N Leo Avenue, La Joya TX 78560                                                                                                                                                                                                                                                                                                                                        | \$125,000.00 |

| 2011                                               | MERCEDES                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 334,011.00 |
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| 03K<br>Exempt<br>58.34 (a) (11)                    | <b>STREET IMPROVEMENTS</b> – Bond Payment – Project consists of the payment of a Bond for the previous construction of streets throughout the city. CENSUS TRACT: 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2) BENEFICIARIES: 13870                                                                                                                                                                                                                         | \$145,987.00  |
| 21A<br>Exempt<br>58.34 (a) (3)                     | <b>GENERAL PROGRAM ADMINISTRATION-</b> Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.                                                                                                                                                                                                                                                                      | \$1,800.00    |
| 03O<br>Cat. Excl.<br>Not Subj. To:<br>58.35 (b)(3) | <b>FIRE STATION/EQUIPMENT-</b> Project consists of the purchase of fire fighting equipment for the fire suppressions team as listed but not limited to fire hoses, nozzles, SCBA face piece amplifiers, portable and mobile radios.<br>CENSUS TRACT: 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2)<br>BENEFICIARIES: 2 Public Facilities                                                                                                                     | \$10,626.00   |
| 03F<br>Cat. Excl.<br>Subj. to:<br>58.35 (a)(1)     | <b>PARKS, RECREATIONAL FACILITIES</b><br>Project consists of the purchase and installation of recreational equipment such as but not limited to two (2) full playscapes. One for HEB Park and one Walter Collier Sports Complex Park , to include all related appurtenances.<br>CENSUS TRACT: 229.00 (1-5), 230.00 (1-4) 231.01 (1-2) 231.02 (1-2)<br>BENEFICIARIES: 2 public facilities                                                                              | \$132,098.00  |
| 05<br>Cat. Excl.<br>Not Subj. to:<br>58.35 (b) (3) | <b>PUBLIC SERVICES (GENERAL) Library</b><br>Library- Project consists of the purchase of minor equipment, furnishings and/or supplies for the library to assist with providing services but not limited to the reference area for Mercedes residents.<br>CENSUS TRACT:229.00(1-4),230.00(1,2,4)231.01(1-3)231.02(1-2)<br>BENEFICIARIES: 13870                                                                                                                         | \$7,500.00    |
| 05<br>Cat. Excl.<br>Not Subj. to:<br>58.35 (b) (3) | <b>PUBLIC SERVICES (GENERAL)</b><br>Project consists of the purchase of training equipment for administering CPR to individuals in full cardiac arrest, to include all related appurtenances. CENSUS TRACT: 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2)BENEFICIARIES: 13870                                                                                                                                                                                | \$ 1,000.00   |
| 05A<br>Exempt<br>58.34 (a) (4)                     | <b>SENIOR SERVICES- Amigos Del Valle</b><br>Expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older).<br>Location of service: Senior Center – 332 E. 5 <sup>th</sup> Street, Mercedes, TX; citywide deliveries. Beneficiaries: 12                                                                                                                                                       | \$10,000.00   |
| 05D<br>Exempt<br>58.34 (a)(4)                      | <b>YOUTH SERVICES-Mercedes Recreational Center</b><br>Reimbursement for the purchase of recreational equipment/ supplies for the youth. Project will provide educational, social, sports and recreational activities for the youth of the community.<br>Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries: 549                                                                                                        | \$7,500.00    |
| 05A<br>Exempt<br>58.34 (a) (4)                     | <b>SENIOR SERVICES- Senior Community Outreach Program</b><br>Expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers. Expenditures consist of senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled.<br>Location of service: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of Mercedes. Beneficiaries: 27 | \$7,500.00    |

| 2011                              | MERCEDES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | (CONTINUE)         |
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| 05N<br><br>Exempt<br>58.34 (a)(4) | <b>ABUSED &amp; NEGLECTED CHILDREN – CHILDREN’S ADVOCACY CENTER</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc).<br>Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services.<br>Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX<br>Beneficiaries: 50 | <b>\$10,000.00</b> |



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| <b>2011</b> | <b>PALMHURST</b>                                                                     | <b>\$22,843.00</b> |
|             | NO WORKPLAN SUBMITTED<br>Funds will be forfeited to Urban County Program Common Fund | <b>\$0.00</b>      |

| 2011                                                                                | PALMVIEW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$334,011.00        |
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| <b>21A</b><br><b>Exempt</b><br><b>58.34 (a)(3)</b>                                  | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities..<br>Location: Palmview City Hall, 400 W. Veterans Blvd., Palmview, TX                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$3,000.00</b>   |
| <b>03K</b><br><b>Environmental</b><br><b>Assessment</b>                             | <b>STREET IMPROVEMENTS</b><br>Project consists of the construction of streets located within J& O Subdivision to include professional service fees, testing fees, advertisements, and related appurtenances as they pertain to project completion.<br>Location: J&O Subdivision located off of South La Homa Road: San Cenovio, San Blas, San Efren, San Feliciano, and San Delfino.<br>Census Data: 202.02 BG 02<br>Beneficiaries: 995                                                                                                                                                                                                                          | <b>\$130,000.00</b> |
| <b>03F</b><br><b>Cat. Excluded</b><br><b>Not Subject to</b><br><b>58.36 (b) (7)</b> | <b>PARKS, RECREATIONAL FACILITIES</b><br>Development of Phase II for the already environmentally cleared thru Phase I in 2010. Project consists of enclosing the existing pavilion, the complete construction of two (2) new batting cages and purchase and installation of park equipment such as but not limited to swing sets, and playground equipment to include related appurtenances to project completion, to also include professional service fees, material testing fees and advertisements .<br><br>Location: Palmview Municipal Park 613 Palmview Commercial Drive Palmview, Texas 78572.<br>Census Data: 202.02 BG 01 & 02<br>Beneficiaries: 1,607 | <b>\$201,011.00</b> |

| 2011                                                    | PEÑITAS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$334,011.00        |
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| <b>21A</b><br><b>Exempt</b><br><b>58.34(a)(3)</b>       | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br>Location: Peñitas City Hall, South FM 1427, Peñitas, TX                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$4,011.00</b>   |
| <b>03K</b><br><b>Environmental</b><br><b>Assessment</b> | <b>STREET IMPROVEMENTS (STREET LIGHTING)</b><br>Project will consist of purchase and installation of street lights to include but not limited to professional services, testing fees, advertisement fees as they pertain to project completion and the surrounding and abutting areas.<br>Location: Gardenia & FM 1424, E White Rock, 1401 Ignite, 11 <sup>th</sup> Street, Jade Street, E Jade Street, E Marble Street, W Marble Street, W Nugget, E Nugget, E Opal, W Opal, W Platinum, E Platinum, E Quartz, W Quartz, E Ruby, W Ruby, E Sapphire, W Sapphire, E Uranium, and W Uranium, all locations are within the City of Peñitas.<br>Census Data: 242.02 BG 01, 02, 04 – 65% LMI<br>Beneficiaries: 2,230 | <b>\$90,000.00</b>  |
| <b>03I</b><br><b>Environmental</b><br><b>Assessment</b> | <b>FLOOD DRAINAGE IMPROVEMENTS</b><br>Project will consist of drainage improvements such as reinforced concrete pipes, approximately 18 to 24 inch diameter with type A inlets located along the curb to include reconstruction of affected streets to include but not limited to professional service fees, material testing fees, advertisement fees and related expenses as they pertain to project completion.<br>Location: Ignite Street (from Tog Gill Road to the abutting street to the West) in the City of Peñitas.<br>Census Data: 242.02 BG 01 & 04 – 65% LMI<br>Beneficiaries: 750                                                                                                                  | <b>\$240,000.00</b> |

| <b>2011</b>                                                       | <b>PROGRESO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>\$334,011.00</b> |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>03K</b><br><br><b>Environmental Assessment</b><br><b>58.36</b> | <b>STREET IMPROVEMENTS</b><br>Project consists of the reconstruction and paving of streets including drainage, curb & gutter, sidewalks, paving and all related appurtenances (engineering, testing services, advertisements) to Martinez Street, Arroyo Street and Maritza Street.<br>LOCATION: Martinez St., Arroyo Street and Maritza St. all streets located within Colonia Las Palmas, Progreso Tx.<br>CENSUS DATA: 0228.00 (03)<br>BENEFICIARIES: 2781            | <b>\$284,011.00</b> |
| <b>03F</b><br><br><b>Environmental Assessment</b><br><b>58.36</b> | <b>PARKS, RECREATIONAL FACILITY IMP.</b><br>Project consists of the construction of a parking lot at the Progreso City Park, to include but not limited to purchase and installation of area lighting along the walking trail and all around the park, including all related engineering fees, material testing fees, and advertisements as they pertain to project completion.<br>LOCATION: Progreso City Park.<br>CENSUS DATA: 0228.00 (01-03)<br>BENEFICIARIES: 4941 | <b>\$ 50,000.00</b> |

| <b>2011</b> | <b>PROGRESO LAKES</b>                                                                         | <b>\$32,850.00</b> |
|-------------|-----------------------------------------------------------------------------------------------|--------------------|
|             | <b>NO WORKPLAN SUBMITTED</b><br>Funds will be forfeited to Urban County Program Common Funds. | <b>\$0.00</b>      |

| 2011                               | SAN JUAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$369,703.00 |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 21A<br>Exempt<br>58.34(a)(3)       | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities..<br>Location: San Juan City Hall-709 S Nebraska Ave, San Juan, TX 78589                                                                                                                                                                                                                                                                                                                                                                                         | \$2,005.00   |
| 03I<br>Environmental<br>Assessment | <b>FLOOD DRAINAGE IMPROVEMENTS</b><br>This project consist of the purchase and installation of a combination of 18-inch, 24-inch, 30-inch and 36-inch sections of reinforced concrete pipe (RCP) drainage line to include but not limited to professional service fees, material testing fees, advertisements fees and related appurtenances as they pertain to project completion.<br>Location: (a) Chaparral Street (from Cougar Street and Buffalo Street), (b) Buffalo Street (from Chaparral Street and Huisache Street), (c) Huisache Street (from Buffalo Street and Oblate Street).<br>Census Data: 218.02 BG 03 – 67% LMI<br>Beneficiaries: 1,256 | \$331,198.00 |
| 05A<br>Exempt<br>58.34(a)(4)       | <b>SENIOR SERVICES - SENIOR COMMUNITY OUTREACH</b><br>Project expenditures include the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly chronically and terminally ill or disabled 62 years or older.<br>Location: Main Senior Community Outreach Office – 840 W. Austin Ave Alamo, TX.<br>Beneficiaries: 27                                                                                                                                                                                                                                                                   | \$4,000.00   |
| 05D<br>Exempt<br>58.34(a)(4)       | <b>YOUTH SERVICES – SAN JUAN YOUTH PROGRAM</b><br>Project expenditures include the reimbursement for the purchase of baseball equipment and supplies (uniforms, trophies, etc.) which will allow for the youth of the community to learn baseball skills, exercise, training, teamwork and community involvement.<br>Location: Lalo Arcaute & Mayfield Park - 1419 S. San Antonio Avenue, San Juan, TX<br>Beneficiaries: 300                                                                                                                                                                                                                               | \$5,000.00   |
| 05N<br>Exempt<br>58.34(a)(4)       | <b>ABUSED &amp; NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY</b><br>Project expenditures include the reimbursement of mileage, salaries and fringe benefits for staff and volunteers providing direct services (case manager, etc.) which allows for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings.<br><br>Location: CASA Office – 1001 S. 10 <sup>th</sup> Avenue, Edinburg, TX and throughout Hidalgo County<br>Beneficiaries: 45                           | \$7,500.00   |

| 2011                                              | SAN JUAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (CONTINUED)        |
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| <b>05D</b><br><b>Exempt</b><br><b>58.34(a)(4)</b> | <b>YOUTH SERVICES- BOYS &amp; GIRLS CLUB OF ALAMO/SAN JUAN</b><br>Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (recreational leaders, unit directors, etc.) which allow for the youth of the community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills are activities being provided during and after school programs.<br>Location: Alamo Unit – 501 N. 13 <sup>th</sup> Street, Alamo, TX; and Soresen Elementary – 715 South Standard, San Juan, TX<br>Beneficiaries: 154 Youth | <b>\$10,000.00</b> |
| <b>05A</b><br><b>Exempt</b><br><b>58.34(a)(4)</b> | <b>SENIOR SERVICES – AMIGOS DEL VALLE</b><br>Project expenditures include the reimbursement of delivery of meals to elderly (62 years older) residents of San Juan.<br><br>Location of service: San Juan Nutrition Center/Senior Center – 600 W. 1 <sup>st</sup> Street, San Juan, TX; citywide deliveries.<br>Beneficiaries: 12 Elderly                                                                                                                                                                                                                                                                                                    | <b>\$10,000.00</b> |

| 2011                                | SULLIVAN CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$334,011.00 |
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| 21A<br>Exempt<br>58.34(a)(3)        | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for overall management to include but not limited to advertisement fees, purchase of supplies, program materials, training, travel expenses, salary expenses for the administration of CDBG related projects.<br>Location: Sullivan City Hall – 500 Cenizo Sullivan City, Texas 78595                                                                                                                                                                                                         | \$3,000.00   |
| 03F<br>CE subject to<br>58.35(a)(1) | <b>PARKS, RECREATIONAL FACILITIES</b><br>Project consists of the purchase and installation of park lighting for the entire park including the baseball field, will also include the purchase and installation of playground equipment such as a playscape set, to include but not limited to architectural professional service fees, material testing fees, and advertisement fees, as they pertain to project completion.<br>Location: Sullivan City Park 500 Cenizo Street (Cemetery Road)<br>Census Data: 242.01 BG 02<br>Beneficiaries: 1,840 | \$156,411.00 |
| 03K<br>Environmental<br>Assessment  | <b>STREET IMPROVEMENTS</b><br>Project will consist of purchase and installation of solar street lights to include but not limited to engineering professional services, material testing fees, and advertisements as they pertain to project completion and to the abutting and surrounding streets.<br>Location: Cenizo Street, Tablero Road, and Expressway 83 (from Paloma Street to Guadalupe Flores Road).<br>Census Data: 242.01 BG 02 & 03<br>Beneficiaries: 2,071                                                                          | \$164,600.00 |
| 05E<br>Exempt<br>58.34(a)(4)        | <b>TRANSPORTATION SERVICES – LRGVDC RIO METRO</b><br>Project expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit which would provide public transportation to residents of Sullivan City using Route 21.<br>Location of services: Sullivan City area; Lower Rio Grande Valley Development Council Office located at 311 N. 15 <sup>th</sup> St McAllen, TX.<br>Census Data: 242.01 BG 02 & 03<br>Beneficiaries: 2,071                                                                   | \$10,000.00  |

| 2011                                                                           | WESLACO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$369,703.00         |
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| <b>21A</b><br><br><b>Exempt</b><br><b>58.34(a)(3)</b>                          | <b>GENERAL PROGRAM ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br>LOCATION: 255 S. Kansas Street.                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$5,000.00</b>    |
| <b>03J</b><br><b>Environmental</b><br><b>Assessment</b>                        | <b>WATER/SEWER IMPROVEMENTS</b><br>Project consists of the upgrading, purchase and installation of water lines, sewer lines, and related street improvements such as street resurfacing, purchase and installation of fire hydrants, sidewalks, curb & gutter to include but not limited to advertising, engineering fees, material testing fees and related appurtenances as they pertain to project completion.<br>LOCATION: (a)Alley between Calle del Cedro and Calle Del Pino (from Los Torritos to Railroad Street) and surrounding and abutting areas. CENSUS TRACK: 0224.00 (01 & 02)<br>BENEFICIARIES: 2153      | <b>\$ 256,523.00</b> |
| <b>03</b><br><b>Environmental</b><br><b>Assessment</b>                         | <b>PUBLIC FACILITIES IMPROVEMENTS (Library)</b><br>Project consists of the reconstruction and expansion of bathroom facility at the public library to meet ADA compliance, to include but not limited to purchase and installation of bathroom fixtures, engineering fees, material testing fees, and advertisements and all related appurtenances as they pertain to project completion<br>LOCATION: Weslaco Public Library 515 Kansas Ave.<br>CENSUS TRACK: 0223.00 (05) 0224 (01-03) 0225.01 (02) 0225.02 (01 & 03) 0226.00 (01 & 02) 0227.01 (01) 0227.02 (01) 0229.00 (05) 0231.01 (03) BENEFICIARIES: 1 Public Fac. | <b>\$ 19,540.00</b>  |
| <b>04</b><br><br><b>Environmental</b><br><b>Assessment</b><br><br><b>58.36</b> | <b>CLEARANCE &amp; DEMOLITION</b><br>Project consists of the demolition and clearance of approximately 6 abandoned dilapidated structures located within the city of Weslaco. Location of service: 109 S. Kansas Ave., 209 N. Illinois Ave., 505 E. Burns St., 108 S. Palmas, 224 N. Palmas, 826 N. Perez Ave. Beneficiaries: 6 Units                                                                                                                                                                                                                                                                                     | <b>\$25,000.00</b>   |
| <b>03F</b><br><br><b>05M</b><br><b>Cat. Excl.</b><br><b>58.35 (b) (3)</b>      | <b>HEALTH SERVICES</b><br>Project consists of the purchase of a vector control device which will assist with the elimination and control of mosquitos for residents of the city of Weslaco.<br>LOCATION: Weslaco City Offices 255 S. Kansas Ave.<br>CENSUS TRACK: 0223.00 (05) 0224 (01-03) 0225.01 (02) 0225.02 (01 & 03) 0226.00 (01 & 02) 0227.01 (01) 0227.02 (01) 0229.00 (05) 0231.01 (03) BENEFICIARIES: 26466                                                                                                                                                                                                     | <b>\$10,000.00</b>   |



| 2011                                               | WESLACO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | CONTINUE           |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>05A</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>SENIOR SERVICES – LRGVDC- FOSTER GRANDPARENT PROGRAM</b><br>Expenditures include but are not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training.<br>Location of service: Main Office - 311 N. 15 <sup>th</sup> Street, McAllen, TX; Weslaco Head Start – 310 S. Kansas, Weslaco, TX; 1701 S. Bridge Weslaco, TX; 910 W. 18 <sup>th</sup> Street, Weslaco, TX; 2001 N. Bridge, Weslaco, TX; Weslaco III Head Start; 6 ½ West & Expwy 83, Weslaco, TX. Beneficiaries: 6                                                                                                          | <b>\$3,500.00</b>  |
| <b>05A</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES</b><br>Expenditures include but are not limited to the reimbursement of stipends for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled.<br>Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding City of Weslaco area . Beneficiaries: 24                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$3,500.00</b>  |
| <b>05D</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB MID-VALLEY (WESLACO UNIT)</b><br>Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing a direct services (unit director(s), recreational leader(s), etc.) including purchase of recreational equipment / supplies.<br>Project consists of providing guidance in behavior and promote, computer, social education, vocational character development, provide sports programs, tutoring, arts & crafts, and offer preventive programs to the youth of the community.<br>Location of service: Main Unit - 500 S. Kansas; Silva Unit Elementary – 1001 W. Mile 10, Weslaco, TX; Clecker Unit Elementary – 1610 West Sugarcane, Weslaco, Texas Raul Gonzalez – 3801 N. 5 ½ Mile 10, Weslaco, Texas Mary Hoge – 2302 N. International Blvd., Weslaco, Tx. Beneficiaries: 400 | <b>\$46,640.00</b> |

| 2011                                            | PRECINCT NO. 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$561,300.00 |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 21A<br>EXEMPT                                   | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$5,000.00   |
| 03K<br>Environmental<br>Assessment<br><br>58.36 | <b>STREET IMPROVEMENTS</b><br>Project consists of the purchase and installation of solar lights to include but not limited to engineering fees, material testing fees, advertisements and related appurtenances as they pertain to project completion within the same general vicinity.<br>LOCATION: Country Village I & Country Village II.<br>CENSUS TRACT:<br>BENEFICIARIES:                                                                                                                                                                                                                                                                                                                                  | \$81,000.00  |
| 03K<br>Environmental<br>Assessment<br>58.36     | <b>STREET IMPROVEMENTS</b><br>Project consists of the construction and re-construction of streets, to include but not limited to caliche base, paving, engineering professional service fees, material testing fees, advertisement fees and related appurtenances as they pertain to project completion to abutting and surrounds streets within the same general vicinity.<br>LOCATIONS: Santa Maria Rd. (from Malone to Dead end) Homer Road (from Ski Soldier to Dead end) Beto Road (from Homer to Malone) Mark (from Homer to Malone) Jasmin (S. of Malone to Sheril) Sheril (from Jasmin to Lindsey) Lindsey (from Sheril to Malone)<br>Census Tracts: 0228.00 (01)<br>Beneficiaries: 878                  | \$107,264.00 |
| Cat. Excluded<br>Not subj to<br>58.35 (b)(3)    | <b>FIRE STATION EQUIPMENT</b><br>Project consists of the purchase of a Brush fire truck to include a chassis and portable pro pump permanently fixed and mounted and related expenses regarding delivery and freight.<br>Location of service: 201 West Santa Rosa Avenue, Edcouch, Tx.<br>Beneficiaries: 3351                                                                                                                                                                                                                                                                                                                                                                                                    | \$133,000.00 |
| Cat. Excluded<br>Not Subj to<br>58.35 (b) (3)   | <b>FIRE STATION EQUIPMENT</b><br>Project consists of the purchase of bunker gear for the Elsa Volunteer Fire Department.<br>Location of service: 216 East 4 <sup>th</sup> Street Elsa, Tx.<br>Beneficiaries: 5325                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$25,000.00  |
| 05<br>Exempt<br>58.34 (A)(4)                    | <b>PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO</b><br>Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors.<br>Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents.<br>Location of service: 1225 N. FM 491 – Mercedes, Texas.<br>7766 Mile 16 N – Edcouch, Texas TX Beneficiaries: 95 | \$8,536.00   |

| 2011                          | PRECINCT NO. 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Continuation |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 05<br>Exempt<br>58.34 (A)(4)  | <b>PUBLIC SERVICES (GENERAL)-RIO GRANDE VALLEY FOOD BANK</b><br>Funds shall be used for reimbursement of the purchase of food to be distributed by the Elsa Food Pantry. Project will assist needy families of the Pct 1 area through the distribution of food outside the City of Elsa City Limits.<br>Location of Service: 309 West 3 <sup>rd</sup> Street, Elsa TX<br>Beneficiaries:1700                                                                                                                                                                                                | \$10,000.00  |
| 05<br>Exempt<br>58.34 (A)(4)  | <b>PUBLIC SERVICES (GENERAL)-RIO GRANDE VALLEY FOOD BANK</b><br>Funds shall be used for reimbursement of the purchase of food to be distributed by the Iglesia de Sarron Food Pantry in La Villa, Texas. Project will assist needy families of the Pct 1 area through the distribution of food outside the City of La Villa City Limits.<br>Location of Service: B& G Club 320 West 2 <sup>nd</sup> Street, La Villa<br>Beneficiaries: 500                                                                                                                                                 | \$10,000.00  |
| 05<br>Exempt<br>58.34 (A)(4)  | <b>PUBLIC SERVICES (GENERAL) – OPEN HANDS COMMUNITY CHARITABLE SERVICES</b><br>Expenditures include the reimbursement of the purchase of food from the food bank. Project consists of the distribution of food to low-income families residing within the Pct 1 area to include inside city limits of Donna. Location of services: 301 S. 17th Street, Donna, Texas Beneficiaries:1600                                                                                                                                                                                                     | \$20,000.00  |
| 05M<br>Exempt<br>58.34 (A)(4) | <b>HEALTH SERVICES – EASTER SEALS RIO GRANDE VALLEY</b><br>Expenditures include but not limited to the reimbursement of outpatient rehabilitation services.<br>Project consists of the providing outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Pct 1 area.<br>Location of service: 1217 Houston Street, McAllen, Texas<br>Beneficiaries:8                                                                                                                                                | \$8,500.00   |
| 05D<br>Exempt<br>58.34 (A)(4) | <b>YOUTH SERVICES – MERCEDES RECREATIONAL CENTER</b><br>Expenditures include the reimbursement for the purchase of recreational equipment/supplies for the youth. Project will provide educational, social, sports and recreational activities for the youth of the community and the Pct 1 area.<br>Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries:595                                                                                                                                                                                 | \$10,000.00  |
| 05D<br>Exempt<br>58.34 (A)(4) | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB OF ALAMO / SAN JUAN</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, and purchase of minor recreational equipment / supplies. Sport programs, fitness, arts/crafts, health and life skills will be provided. Services will be offered during and after school throughout the PSJA school district. Project outcome will develop character and leadership skills.<br>Location of service: 501 N. 13th Street, Alamo, Texas<br>Beneficiaries: 150 | \$10,000.00  |

| 2011                          | PRECINCT NO: 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Continuation |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 05D<br>Exempt<br>58.34 (A)(4) | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB MID-VALLEY (DONNA UNIT)</b> Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing a direct service (program coordinator(s), recreational leader(s), etc.). Purchase of recreational equipment / supplies and related program expenses.<br>Project consists of providing guidance in behavior and promote computer use and skills, social education, vocational character development, provide sports programs, opportunities for career explorations, provide enriched remedial program such as tutoring, arts & crafts, outdoor sports. In addition, the Smart Moves program is being utilized. Location of services: 307 Miller Avenue, Donna, Texas<br>Beneficiaries:268 | \$10,000.00  |
| 05D<br>Exempt<br>58.34 (A)(4) | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB MID-VALLEY (WESLACO UNIT)</b> Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing a direct service to the youth (unit director(s), recreational leader(s), etc.). Project consists of providing guidance in behavior and promote, computer, social education, vocational character development, provide sports programs, tutoring, arts & crafts, offer preventive programs to the youth of the community. Location of services: Include, but not limited to; Raul Gonzalez Elementary – 3801 North 5 ½ Mile 10, Weslaco, TX; Mary Hoge Elementary – 2302 N. International Blvd., Weslaco, TX; Silva Elementary – 1001 W. Mile 10, Weslaco, TX Beneficiaries:500          | \$10,000.00  |
| 05D<br>Exempt<br>58.34 (A)(4) | <b>YOUTH SERVICES – GIRL SCOUTS OF GREATER SOUTH TX</b><br>Expenditures include, but not limited to, the reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services. Project will enable underserved elementary school girls to participate in the Girl Scout program. Members will have an opportunity to participate on a variety of activities during the school day that will allow them to gain leadership, self-confidence and decision-making skills, which will affect their life and encourage them to give back to the community.<br>Location of service: Donna Elementary Schools, Weslaco Elementary Schools, Mercedes Elementary Schools and other districts.<br>Beneficiaries: 325                            | \$5,000.00   |
| 05A<br>Exempt<br>58.34 (A)(4) | <b>SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM</b><br>Expenditures include but not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training.<br>Location of services: Margo Elementary – 1701 S. Bridge Street, Weslaco, TX; Weslaco Head Start I – 310 S. Kansas, Weslaco, TX; Memorial Elementary – 910 W. 18 <sup>th</sup> Street, Weslaco, TX; Weslaco Head Start III – Mile 6 ½ & Exp. 83, Weslaco, TX; and other sites as designated<br>Beneficiaries:10                         | \$8,000.00   |

| 2011                          | PRECINCT NO. 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Continuation |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 05A<br>Exempt<br>58.34 (A)(4) | <b>SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES</b><br>Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 1 area SENIOR SERVICES (Senior Community Outreach Program) Beneficiaries:37                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$10,000.00  |
| 05A<br>Exempt<br>58.34 (A)(4) | <b>SENIOR SERVICES – AMIGOS DEL VALLE</b><br>Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly (62 years older) residents of the Pct 1 area. Location of service: Main office - 1116 N. Conway Ave., Mission, TX; Pct wide deliveries Beneficiaries: 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$10,000.00  |
| 05E<br>Exempt<br>58.34 (A)(4) | <b>TRANSPORTATION SERVICES – LRGVDC RIO METRO</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 1. Location of services: Pct 1 area; 311 N. 15 <sup>th</sup> St, McAllen, TX Beneficiaries: 16,940 (LMA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$25,000.00  |
| 05G<br>Exempt<br>58.34 (A)(4) | <b>BATTERED &amp; ABUSED SPOUSES – MUJERES UNIDAS</b><br>Expenditures include but not limited to the reimbursement of salaries for staff providing direct services (Intake clerk/receptionist, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Location of services: Weslaco Satellite Center – 111 E. 5 <sup>th</sup> Street, Weslaco, TX Beneficiaries: 330                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$10,000.00  |
| 05M<br>Exempt<br>58.34 (A)(4) | <b>HEALTH SERVICES – NUESTRA CLINICA DEL VALLE</b><br>Expenditures include, but not limited to, the reimbursement of dental services, support services of pharmacy, radiology, and laboratory, sub-specialty referral, and other medical services. Project will provide dental services and related services to children in the Delta Area and students enrolled in the Edcouch-Elsa ISD. Location of service: Nuestra Clinica Del Valle – 1200 E. Santa Rosa, Edcouch, TX Beneficiaries:125                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$10,000.00  |
| 05<br>Exempt<br>58.34 (A)(4)  | <b>PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.</b><br>Expenditures include but not limited to the reimbursement of salaries, fringe benefits and mileage for staff (community health workers, etc.) providing direct services. Will also include the purchase of supplies for first aid kits & manuals. Project will provide first aid kits to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to all colonia Pct 1 residents. Location of services: Colonias in the Pct 1 area (Zacatal, Cameron #1, Cameron #2, Capetillo, Relampago, Waterfalls, Tierra Bella, South Donna, Balli, La Pinata, Pioneer, Frontera, etc.); Headquarters – Bus. 83 & Cesar Chavez Rd, San Juan, Beneficiaries: 250 | \$5,000.00   |

| 2011                                               | PRECINCT NO. 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Continuation       |
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| <b>05N</b><br><b>Exempt</b><br><b>58.34 (A)(4)</b> | <b>ABUSED &amp; NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff and volunteers providing direct services to the youth (case managers, etc.) Will also include reimbursement of mileage for volunteers providing direct service.<br>Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings.<br>Location of services: CASA office – 1001 S. 10 <sup>th</sup> Avenue, Edinburg, TX and throughout Hidalgo County<br>Beneficiaries: 180 | <b>\$10,000.00</b> |
| <b>05N</b><br><b>Exempt</b><br><b>58.34 (A)(4)</b> | <b>ABUSED &amp; NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER</b><br>Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc).<br>Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services.<br>Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX<br>Beneficiaries: 155      | <b>\$20,000.00</b> |

| 2011                                                                                         | PRECINCT 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$561,300.00        |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>03K</b><br><b>Environmental</b><br><b>Assessment</b><br><b>58.36</b>                      | <b>STREET IMPROVEMENTS</b><br>Funds will be utilized to assist Precinct No. 2's Border Colonia Access Program and the Road & Bridge street projects. Projects will consist of construction and reconstruction of streets and related appurtenances such as curb & gutter, drainage, lighting, mailbox material & installation, seed mulching and sidewalks to include but not limited to engineering fees, material testing fees, advertisements and related appurtenances as they pertain to project completion within the same general vicinity.<br><b>Location:</b> Hall Acres/El Gato Road Project (Between Alamo & Tower Roads), Mesquite Acres, McColl Estates, Morningside South Subdivision, Morningside South Outfall Project, Morning Sun, Pentecostal, Rancho Escondido, South McColl Road, North Tower Road Project (between Minnesota and Owassa Roads), South Tower Road, South Tower Estates (South of Moore Road to Rancho Blanco Road), Southside Village, and Val Bar Estates.<br><b>CENSUS:</b> 220.02 (04) 218.01 (02-03) 0219.01 (02)<br><b>BENEFICIARIES:</b> 21532 | <b>\$340,868.00</b> |
| <b>03F</b><br><b>Environmental</b><br><b>Assessment</b><br><b>58.36</b><br><br><b>8 Step</b> | <b>PARKS, RECREATIONAL FACILITIES</b><br>Project will consist of but not limited to purchasing and installation of play ground equipment and construction of restroom facilities, parking lots, streets, sprinkler systems, lighting, walking trails, basketball courts, landscaping, handball courts, pavilions. To include but not limited to engineering/surveying, testing and any related appurtenances to complete the project.<br><b>LOCATION:</b> South Tower Road Park, Lopezville Park, Anaya Park, Anaya Park, El Jay (LJ) Park and North San Juan Park in the Precinct No. 2 area.<br><b>CENSUS:</b> 220.02 (04) 217.00 (05) 213.03 (02-03); 218.01 (1-3); 219.01 (1)<br><b>BENEFICIARIES:</b> 34,235.                                                                                                                                                                                                                                                                                                                                                                        | <b>\$60,000.00</b>  |
| <b>21A</b><br><b>Exempt</b><br><b>58.34(a)(3)</b>                                            | <b>GENERAL PROGRAM ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br><b>LOCATION:</b> 304 E. State, Pharr, TX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$5,000.00</b>   |
| <b>05</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                                            | <b>PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO</b><br>Funds will be utilized to reimburse for salaries, fringe benefits and stipends for instructors and outreach specialists to provide citizen preparation classes and outreach to Colonia residents in the Precinct No. 2 area.<br><b>Location of service:</b> 1601 E. Business HWY 83, San Juan, TX<br><b>Beneficiaries:</b> 68                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$11,532.00</b>  |
| <b>05</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                                            | <b>PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.</b> Expenditures include the reimbursement of salaries, fringe benefits and mileage for staff (community health workers, etc.) providing direct services and will also include the purchase of supplies for first aid kits & manuals to be provided to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to participating families within assigned networks that reside in Precinct No. 2 Colonias.<br><b>Location of service:</b> Colonias in the Pct 2 area include, but not limited to; (Rancho Blanco (2), South Tower Heights (1), South Tower Estates (2), Pantera (2), El Gato (2), Whitewings I, II & III, Roadrunner. Headquarters – El Milagro Clinic 901 E. Vermont McAllen, Texas <b>Beneficiaries:</b> 650                                          | <b>\$10,000.00</b>  |



| 2011                          | PRECINCT 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (continued) |
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| 05A<br>Exempt<br>58.34 (a)(4) | <b>SENIOR SERVICES – AMIGOS DEL VALLE</b><br>Expenditures include reimbursement expenses related to the delivery of meal for the delivery of meals to elderly residents of Precinct NO. 2 area.<br>Location of service: Senior Center – 600 W. 1 <sup>st</sup> Street, San Juan, TX; 1116 N Conway, Mission, Tx. and Pct 2 deliveries Beneficiaries: 12                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$8,000.00  |
| 05A<br>Exempt<br>58.34 (a)(4) | <b>SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM</b><br>Expenditures include the reimbursement of salaries (stipends) and mileage for senior volunteers who provide volunteer opportunities to seniors 62 plus, who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training.<br>Location of service: Main Office - 311 N. 15 <sup>th</sup> Street, McAllen, TX, surrounding areas of Pct 2. Beneficiaries: 4                                                                                                                                                                                                                                                    | \$3,500.00  |
| 05A<br>Exempt<br>58.34 (a)(4) | <b>SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES</b><br>Expenditures include the reimbursement of stipends for senior volunteers who provide support services to needy adults who are frail, elderly, chronically and terminally ill or disabled.<br>Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 2 areas<br>Beneficiaries: 6                                                                                                                                                                                                                                                                                                                                                                                                                 | \$5,000.00  |
| 05D<br>Exempt<br>58.34 (a)(4) | <b>YOUTH SERVICES – SAN JUAN YOUTH PROGRAM</b><br>Expenditures include the reimbursement of funds used for the purchase of baseball equipment / supplies (uniforms, trophies, etc.) and umpire service fees, for the youth of the community to learn baseball skills, exercise, training, and teamwork and community involvement.<br>Location of service: Lalo Arcaute & Mayfield Park - 1419 S. San Antonio Avenue, San Juan, TX Beneficiaries: 400                                                                                                                                                                                                                                                                                                                                     | \$10,400.00 |
| 05D<br>Exempt<br>58.34 (a)(4) | <b>YOUTH SERVICES- BOYS &amp; GIRLS CLUB OF ALAMO/SAN JUAN</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (program director, program leader(s), etc.) and the purchase of recreational equipment/supplies Project will allow for the youth of the community to develop character and leadership, education and career development with sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school.<br>Location of service: Alamo Unit – 501 N. 13 <sup>th</sup> Street, Alamo, TX; Soresen Elementary – 715 South Standard, San Juan, TX; Alamo Sports Complex – 600 S. Ridge Rd., Alamo, TX; 423 N. Tower Rd Alamo, TX. Beneficiaries: 40 | \$13,500.00 |
| 05D<br>Exempt<br>58.34 (a)(4) | <b>YOUTH SERVICES- HIDALGO YOUTH CENTER</b><br>Expenditures include the reimbursement of expenses for equipment/supplies purchased for the youth (sports uniforms, sports equipment, computer equipment, etc). Project will provide cultural enrichment services to participants through interaction opportunities, provide a variety of educational programs through the use of computers, promote and encourage physical fitness, promote organized sports activities like baseball, soccer and basketball.<br>Location of service: Hidalgo Youth Center – 122 N. 2 <sup>nd</sup> St., Hidalgo, TX; Hidalgo Municipal Park – 610 Judy Drive, Hidalgo, TX<br>Beneficiaries: 400                                                                                                         | \$9,000.00  |



| 2011                                               | PRECINCT 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (continued)        |
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| <b>05D</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>YOUTH SERVICES- BOYS &amp; GIRLS CLUB OF PHARR</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (unit director, recreational leaders etc.) and include the purchase of recreational equipment / supplies.<br>Project will provide in-school and/or after school prevention programs such as drug, gang, and violence prevention to children from kinder through 5 <sup>th</sup> grade, provide basic art program skills and internet safety through the use of computers, provide the SMART Moves, Street Smart, and Crest Cavity Free Zone program.<br>Location of service: Lopezville Unit (North San Juan Elementary) – 2900 N. Raul Longoria, San Juan, TX. Beneficiaries: 300 | <b>\$10,000.00</b> |
| <b>05E</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>TRANSPORTATION SERVICES – LRGVDC RIO METRO</b><br>Expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 2.<br>Location of service: Pct 2 area; 311 N. 15 <sup>th</sup> St, McAllen, TX<br>Beneficiaries: 300                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$10,000.00</b> |
| <b>05G</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>BATTERED &amp; ABUSED SPOUSES – MUJERES UNIDAS</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault.<br>Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21 <sup>st</sup> St., McAllen, TX; other undisclosed shelters. Beneficiaries: 616                                                                                                                                                                                                 | <b>\$13,500.00</b> |
| <b>05M</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>HEALTH SERVICES – HOPE FAMILY HEALTH CENTER</b><br>Expenditures include reimbursement of expenses for medical services, counseling services, prescription assistance, lab referrals, case management, etc. Project will provide various medical services to the low income and uninsured residents of the Pct 2 area.<br>Location of service: Hope Family Health Center – 2332 Jordan Rd, McAllen, TX Beneficiaries: 110                                                                                                                                                                                                                                                                                                                            | <b>\$8,000.00</b>  |
| <b>05N</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>ABUSED &amp; NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff and volunteers providing direct services (case supervisor, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of service: CASA office – 1001 S. 10 <sup>th</sup> Avenue, Edinburg, TX and throughout Hidalgo County. Beneficiaries: 81                                                                                                            | <b>\$18,000.00</b> |
| <b>05N</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>ABUSED &amp; NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER</b><br>Expenditures include the reimbursement of salaries and fringe benefits; via voucher system for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc).<br>Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services.<br>Location of service: CAC office – 525 W. Wisconsin Rd, Edinburg, TX<br>Beneficiaries: 17       | <b>\$15,000.00</b> |

| 2011                         | PRECINCT 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | (Continued) |
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| 05<br>Exempt<br>58.34 (a)(4) | <b>PUBLIC SERVICE (GENERAL) – ARISE SOUTH TOWER</b><br><b>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services; purchase of minor supplies.</b><br>Project will provide family education and self-development through program activities for children and adults such as, English language development, (ESL classes) literacy in Spanish for Adults, offer cultural programs (arts and crafts, storytelling, folklorico, etc.), and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups. <b>Location of service:</b> 1417 South Tower Road, Alamo, Texas; outreach services will also be conducted in the Pct 2 area . <b>Beneficiaries:</b> 650 | \$10,000.00 |

| 2011                                                | PRECINCT NO. 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$561,300.00 |
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| 21A<br>Exempt<br>58.34(a)(3)                        | <b>GENERAL ADMINISTRATION</b><br>Funds shall be used for overall management to include but not limited to advertisement fees, purchase of supplies, program materials, training, travel expenses, salary expenses for the administration of CDBG related projects.<br>Location: 724 N. Breyfogle, Mission, TX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$5,000.00   |
| 03K<br>Cat. Excluded<br>Not Subj. to<br>58.36(b)(7) | <b>STREET IMPROVEMENTS</b><br>Project consists of overlay and/or new construction of county roads in Precinct No. 3, to include but not limited to engineering professional services, material testing fees and the purchase of materials and/or supplies as they relate to project completion to abutting and surrounding streets within Precinct 3.<br>Locations: 2 Mile Line (FM 492 to Abram Road) – new construction<br>2 Mile Line (FM 492 to La Homa Road) – new construction<br>8 Mile Line (Mayberry to Shary Road) – new construction<br>9 Mile (Inspiration to Trosper Ave) – new construction<br>9 ½ Mile (Conway Ave to Trosper Ave) -<br>Abram Road (Business 83 to Expressway 83) – overlay<br>Breyfogle Road (1-3 Mile) – overlay<br>Breyfogle Rd (FM 495 to 3 Mile) – overlay<br>Doffing Rd (8-9 Mile) -<br>Greene Road (Business 83 to Expressway 83) – overlay<br>Inspiration Road (8-10 Mile) - overlay<br>La Homa Road (8 1/2-10 Mile) - overlay<br>Minnesota Road (8-9 Mile) - overlay<br>Moorefield Road (1-5 Mile) - overlay<br>Moorefield Rd (FM 495 to 5 Mile) – overlay<br>Polk Ave – new construction<br>Trosper Road (9 ½-10 Mile) – overlay<br>Western Rd (3-7 Mile)<br>Census Data: 202.01 BG 01 & 02, 202.02 BG 01, 02, 03, 241.01 BG 01 & 02, 241.03 BG 01 & 02, 241.04 BG 01, 04, 05 – 78% LMI<br>Beneficiaries: 31,769 | \$426,395.00 |
| 05<br>Exempt<br>58.34(a)(4)                         | <b>PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO</b><br>Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors whom provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents.<br>Location of services: LUPE Office located 205 West Main Alton, TX<br>Beneficiaries: 115                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$16,905.00  |
| 05E<br>Exempt<br>58.34(a)(4)                        | <b>TRANSPORTATION SERVICES – LRGVDC RIO METRO</b><br>Project expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit who provide public transportation to residents of Pct 3.<br>Location of services: Precinct No. 3 area; Lower Rio Grande Valley Development Council Office located at 311 N. 15 <sup>th</sup> St McAllen, TX.<br>Beneficiaries: 44,923 – 74% LMA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$25,000.00  |

| 2011                          | PRECINCT NO. 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (CONTINUED) |
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| 05G<br>Exempt<br>58.34(a)(4)  | <b>BATTERED &amp; ABUSED SPOUSES – MUJERES UNIDAS</b><br>Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate/caseworker, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault.<br>Location: Mujeres Unidas/Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21 <sup>st</sup> St., McAllen, TX; other undisclosed shelters. Beneficiaries: 475                                                                                                                                            | \$10,000.00 |
| 05N<br>Exempt<br>58.34 (a)(4) | <b>ABUSED &amp; NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER</b><br>Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services.<br>Location: CACHC Office – 525 W. Wisconsin Rd, Edinburg, TX<br>Beneficiaries: 89 | \$25,000.00 |
| 05N<br>Exempt<br>58.34 (a)(4) | <b>ABUSED &amp; NEGLECTED CHILDREN – CASA Of Hidalgo Co.</b><br>Project expenditures include the reimbursement of mileage, salaries and fringe benefits to staff and volunteers providing direct services to the abused and neglected children in the Precinct #3 area. Funds will provide needed resources to the victims of child abuse and neglect<br>Location: 1001 S 10 <sup>th</sup> Avenue, Edinburg TX 78539<br>Beneficiaries: 88                                                                                                                                                                                                                                                                                | \$35,000.00 |
| 05M<br>Exempt<br>58.34 (a)(4) | <b>HEALTH SERVICES – HOPE FAMILY HEALTH CENTER</b><br>Provides medical and counseling services for the uninsured residents of the Lower Rio Grande Valley. Funds will be applied towards lab fees, case management, counseling, medical procedures and medications.<br>Location: 2332 Jordan Rd McAllen TX 78503<br>Beneficiaries: 60                                                                                                                                                                                                                                                                                                                                                                                    | \$7,000.00  |
| 05A<br>Exempt<br>58.34 (a)(4) | <b>SENIOR SERVICES – AMIGOS DEL VALLE, INC.</b><br>Project expenditures include the reimbursement of expenses for the delivery of meals to elderly (62 years older) in the Precinct #3 area.<br>Location: 1116 N Conway Ave Mission, TX 78572<br>Beneficiaries: 13                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$11,000.00 |

| 2011                                                                                   | PRECINCT # 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 561,300.00        |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>03K</b><br><br><b>Environmental Assessment</b><br><b>58.36</b><br><br><b>8 Step</b> | <b>STREET IMPROVEMENTS –</b><br>Project consists of the construction of the streets within the Precinct #4 rural areas to include construction, engineering fees, advertisements, testing and any and all expenditures as they pertain to project completion within the same general vicinity.<br>The streets as listed but not limited to the surrounding areas are: <b>Project Location:</b> <b>A: 83<sup>RD</sup> St.</b> (San Carlos Community From Tex Mex Rd. to Curry Rd.) <b>B: 84<sup>th</sup> St.</b> (Highland St. To Humphrey St.) <b>C: 85<sup>th</sup> St.</b> (N. of Hwy 107) <b>D: 86<sup>th</sup> St.</b> (S. of Hwy 107 to Tex Mex Rd) <b>E: Highland St.</b> (84 <sup>th</sup> St. to 85 <sup>th</sup> St.) <b>F: Humphrey St.</b> (84 <sup>th</sup> St. to 85 <sup>th</sup> St.) <b>G: Owassa Rd.</b> (Veterans Rd. To Raul Longoria Rd.) <b>H: Seminary Rd.</b> (N. of FM 1925)<br><b>LOCATION:</b> 83 <sup>d</sup> St., 84 <sup>th</sup> St., 85 <sup>th</sup> St., 86 <sup>th</sup> St., Highland St., Humpgrey St., Owassa Rd., Seminary Rd.<br><b>CENSUS TRACT:</b> 235.03 (2); 235.07 (2); 235.08 (1); 238 (4)<br><b>BENEFICIARIES:</b> 13,358 | <b>\$ 279,607.00</b> |
| <b>03F</b><br><br><b>Environmental Assessment</b><br><b>58.36</b><br><br><b>8 STEP</b> | <b>PARKS, RECREATIONAL FACILITIES</b><br>Project consists of Phase 1 for the development of a park, to include but not limited to the construction of parking facility, restroom facilities walking trail, two baseball fields, basketball pavilion, purchase and installation of playground equipment, BBQ Pits, and the construction of a versatile sports field and work out stations, to include but not limited to surveying fees and architectural service fees, material testing fees, advertisement fees and any related appurtenances as they relate to project completion.<br><b>LOCATION:</b> Sunflower Rd. and Hwy 107<br><b>CENSUS TRACTS:</b> 235.07 (2)<br><b>BENEFICIARIES:</b> 2084                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$126,000.00</b>  |
| <b>21A</b><br><b>Exempt</b><br><b>58.34 (a) (3)</b>                                    | <b>GENERAL PROGRAM ADMINISTRATION</b><br>Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.<br><b>LOCATION:</b> 1051 N. Doolittle Rd., Edinburg, TX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$2,000.00</b>    |
| <b>05E</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b>                                     | <b>TRANSPORTATION SERVICES – LRGVDC RIO METRO</b> Expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 4.<br>Location of service: Pct 4 area; 311 N. 15 <sup>th</sup> St, McAllen, TX (office)<br>Beneficiaries: 1900                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$10,000.00</b>   |

| 2011                                               | PRECINCT # 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | (CONTINUED)        |
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| <b>05D</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>YOUTH SERVICES – BOYS &amp; GIRLS CLUB OF EDINBURG</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (program coordinator(s), program leader(s), etc.) including the purchase of recreational equipment/ supplies. Project will provide positive alternatives for the youth, expand and enhance youth development services in the community, provide youth development in five core areas of character and leadership development (education & career, the arts, health & life skills, and sports/fitness and recreation).<br><b>Location of service:</b> Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Hargill Elementary – 4 <sup>th</sup> & Wilson Street, Hargill, TX; San Carlos Unit – 6 <sup>th</sup> St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83 <sup>rd</sup> Street, San Carlos, TX<br><b>Beneficiaries:</b> 150 | <b>\$60,000.00</b> |
| <b>05G</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>BATTERED &amp; ABUSED SPOUSES – MUJERES UNIDAS</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate/caseworker, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault.<br><b>Location of service:</b> Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21 <sup>st</sup> St., McAllen, TX; other undisclosed shelters. <b>Beneficiaries:</b> 250                                                                                                                                                                                                                                                                                                                                                                         | <b>\$11,193.00</b> |
| <b>05N</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>ABUSED &amp; NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER.</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc).<br>Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. <b>Location of service :</b> CAC office – 525 W. Wisconsin Rd, Edinburg, TX <b>Beneficiaries:</b> 60                                                                                                                                                                                                                  | <b>\$17,500.00</b> |
| <b>05N</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>ABUSED &amp; NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY</b><br>Expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings.<br><b>Location of service:</b> CASA office – 1001 S. 10 <sup>th</sup> Avenue, Edinburg, TX and throughout Hidalgo County <b>Beneficiaries:</b> 50                                                                                                                                                                                                                                                                                                               | <b>\$17,500.00</b> |
| <b>05A</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>SENIOR SERVICES – AMIGOS DEL VALLE</b><br>Expenditures include but are not limited to the reimbursement expenses related to the delivery of meals. Project consists of the delivery of meals to elderly residents of the Pct 4 area.<br><b>Location of Service:</b> Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 4 areas <b>Beneficiaries:</b> 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$7,500.00</b>  |

| 2011                                               | PRECINCT # 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (CONTINUED)         |
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| <b>05D</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>YOUTH SERVICES – GIRL SCOUTS OF GREATER SOUTH TX -</b><br>Expenditures include the reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services. Project will enable underserved elementary school girls to participate in the Girl Scout program. Members will have an opportunity to participate on a variety of activities during the school day that will allow them to gain leadership, self-confidence and decision-making skills, which will affect their life and encourage them to give back to the community.<br><b>Location of service:</b> Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Hargil Elementary – 4 <sup>th</sup> & Wilson Street, Hargill, TX <b>Beneficiaries:</b> 350 | <b>\$5,000.00</b>   |
| <b>05A</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES</b><br>Expenditures include the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled.<br><b>Location of service:</b> Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 4 areas. <b>Beneficiaries:</b> 16                                                                                                                                                                                                                                                                                                                                    | <b>\$10,000.00</b>  |
| <b>05M</b><br><b>Exempt</b><br><b>58.34 (a)(4)</b> | <b>HEALTH SERVICES – HOPE FAMILY HEALTH CENTER</b><br>Expenditures include the reimbursement of expenses related to medical services, counseling services, prescription assistance, lab referrals, case management, etc. Project will provide various medical services to the low income and uninsured residents of the Pct 4 area.<br><b>Location of service:</b> Hope Family Health Center – 2332 Jordan Rd, McAllen, TX. <b>Beneficiaries:</b> 85                                                                                                                                                                                                                                                                                                                     | <b>\$15,000.00</b>  |
|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| <b>21A</b><br><b>Exempt</b>                        | <b>UCP GENERAL ADMINISTRATION</b><br>Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the Urban County Program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>1,423,495.00</b> |



|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                    |                       |
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| <b>2011</b>                                           | <b>HOME PROGRAM</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>\$2,973,382.00</b> |
| <b>21A<br/>Exempt</b>                                 | <b>HOME GENERAL ADMINISTRATION</b><br>Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.                                                                                                                                                                                                                            | <b>297,338.00</b>     |
| <b>13<br/>Environmental<br/>Assessment<br/>58.36</b>  | <b>DIRECT HOMEOWNERSHIP ASSISTANCE</b><br>Project will provide principal reduction, down payment and closing cost assistance to twenty (20) eligible first time homebuyers.                                                                                                                                                                                                                        | <b>200,000.00</b>     |
| <b>14A<br/>Environmental<br/>Assessment<br/>58.36</b> | <b>OWNER- OCCUPIED REHABILITATION PROGRAM</b><br>Project will provide rehabilitation and reconstruction services to thirty (25) substandard homes for eligible homeowners and includes project delivery expenses.                                                                                                                                                                                  | <b>1,476,044.00</b>   |
| <b>12<br/>Environmental<br/>Assessment<br/>58.36</b>  | <b>CHDO PROGRAM</b><br>Funding for two area community housing development organizations for the construction of up to thirty (30) new single-family homes and includes project delivery expenses.                                                                                                                                                                                                  | <b>1,000,000.00</b>   |
| <b>2011</b>                                           | <b>EMERGENCY SHELTER GRANT</b>                                                                                                                                                                                                                                                                                                                                                                     | <b>\$370,738.00</b>   |
| <b>03T<br/>Exempt<br/>Section<br/>58.34 (a)(4)</b>    | <b>OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM<br/>MUJERES UNIDAS/WOMEN TOGETHER-<br/>Maintenance &amp; Operations</b> – To pay for shelter maintenance, operations, rent, repairs, security, fuel, equipment, insurance, utilities, food, furnishings.<br>Beneficiaries: 300 Location: 501 N. Cynthia St. McAllen, Tx<br>511 N. Cynthia, and 420 N. 21 <sup>st</sup> Street, McAllen, Texas | <b>\$79,759.00</b>    |
| <b>05<br/>Exempt<br/>Section<br/>58.34 (a)(4)</b>     | <b>PUBLIC SERVICES – MUJERES UNIDAS – Essential Services</b> –<br>To provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients (victims of domestic abuse).<br>Beneficiaries: 300 Location: 501 N. Cynthia St. McAllen, Tx<br>511 N. Cynthia, and 420 N. 21 <sup>st</sup> Street, McAllen, Texas                        | <b>\$30,221.00</b>    |
| <b>03T<br/>Exempt<br/>Section<br/>58.34 (a)(4)</b>    | <b>CONSUMER CREDIT COUNSELING OF SOUTH TEXAS-<br/>HOMELESS PREVENTION</b><br>Will provide rental and utility assistance to families that have received eviction or utility cut off notices.<br>Beneficiaries: 150 Location: 22-B Nolana, McAllen, Tx.                                                                                                                                              | <b>\$ 37,073.00</b>   |
| <b>05<br/>Exempt<br/>Section<br/>58.34 (a)(4)</b>     | <b>CONSUMER CREDIT COUNSELING OF SOUTH TEXAS-<br/>ESSENTIAL SERVICES</b> .<br>Will provide essential services by case worker on counseling clients who are almost at risk of becoming homeless due to either rental evictions, mortgage foreclosures, and utility disconnect notices.<br>Beneficiaries: 50 Location: 22 B Nolana McAllen, Tx                                                       | <b>\$27,000.00</b>    |



| 2011                                      | EMERGENCY SHELTER GRANT                                                                                                                                                                                                                                                                                                                                    | CONTINUE    |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 05Q<br>Exempt<br>Section<br>58.34 (a)(4)  | <b>CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY –Homeless Prevention</b> – To provide rental and utility assistance to families that have received eviction or utility cut off notices. Beneficiaries: 150<br>Location: 700 N. Virgen de San Juan Blvd. San Juan Tx.                                                                                        | \$37,073.00 |
| 03T<br>Exempt<br>Section<br>58.34 (a)(4)  | <b>CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY – Essential Services</b><br>Will provide essential services by case workers on counseling clients who are almost at risk of becoming homeless due to either rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries: 50 Location: 700 N. Virgen de San Juan, San Juan Texas. | \$27,000.00 |
| 21A<br>Exempt<br>Section<br>58.34 (a)(3)  | <b>ESG – GENERAL ADMINISTRATION</b> - Project pays for staff salaries and administrative costs incurred for the administration of the Emergency Shelter Grant Program.<br>Location: 1916 Tesoro Blvd. Pharr, Texas                                                                                                                                         | \$18,537.00 |
| 05<br>Exempt<br>Section<br>58.34 (a)(4)   | <b>ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH) – Essential Services:</b> To provide services by case worker on counseling clients who are almost at the risk of becoming homeless due to either rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries: 50<br>Location: 2507 Buddy Owens St. McAllen, Texas                | \$27,000.00 |
| 05Q<br>Exempt<br>Section<br>58.34 (a)(4)  | <b>ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH) Homeless Prevention:</b> To provide rental assistance to families that have received evection notices, mortgage foreclosure notices, and utility disconnect notices.<br>Beneficiaries: 360<br>Location: 2507 Buddy Owens St. McAllen, Texas                                                                 | \$37,075.00 |
| 03T<br>Exempt<br>Section<br>58.34 (a) (4) | <b>AMERICAN RED CROSS – OPERATIONS</b><br>Will assist families who lost their homes due to a natural disaster or fire by sending them to local motels/hotels for a number of night stays and issuance f vouchers for clothing and food.<br>Location: 425 W. State Street, Pharr, Texas Beneficiaries: 300                                                  | \$50,000.00 |

AI-26403

12.E.

**Historical facility restoration - City of Hidalgo**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Candace Armenta  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

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**Information**

**CAPTION**

Urban County Program is requesting authorization to submit a request to the U.S. Department of Housing and Urban Development for a \$1,002,033.00 pre-award cost agreement for renovations of a historical facility in Hidalgo, Texas to continue the Non-Residential Historical Preservation Project.

**BACKGROUND**

The City of Hidalgo has received a Release of Funds in the amount of \$234,011.00 in YR 23 (2010) for their Non-Residential Historical Preservation project which consists of the restoration of the Hidalgo County Courthouse to its original courthouse state and will be converted into a combination museum, tourist center, and Hidalgo County Heritage Foundation Office, all of which will benefit the low to moderate income residents of the community. The pre-award cost agreement will require annual payments from the City of Hidalgo's UCP allocation.

Funding Released from HUD  
\$234,011.00 - Year 23 (2010)

Pre-award Agreement Request  
\$334,011.00 - Year 24 (2011)  
\$334,011.00 - Year 25 (2012)  
\$334,011.00 - Year 26 (2013)  
\$1,002,033.00

Funding in excess of \$1,002,033.00 shall be provided by City of Hidalgo.

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**Fiscal Impact**

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**Attachments**

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Link: [historical proj.](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/27/2011 11:42 AM | APRV   |
| 2         | Manuel Chapa        | Manuel Chapa | 04/27/2011 04:05 PM | APRV   |

|   |                  |            |                     |      |
|---|------------------|------------|---------------------|------|
| 3 | Auditor's Office | Linda Fong | 04/28/2011 05:16 PM | APRV |
| 4 | Dina Trevino     |            | 04/29/2011 11:09 AM | NEW  |

Form Started By: Estella Webber  
Started On: 04/27/2011 10:39 AM  
Final Approval Date: 04/29/2011

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November 17, 2010

Project Budget

Re: Old Court House

**Preliminary Cost Estimate:**

|                      |                         |
|----------------------|-------------------------|
| Building Remodeling  | \$ 831,000.00           |
| Site                 |                         |
| Demolition           | \$ 40,000.00            |
| Contingency          | \$ 60,000.00            |
| Total Construction   | \$ 931,000.00           |
| A/E Fees             | \$ 56,000.00            |
| Furniture            | \$ 20,000.00            |
| Equipment            | \$ 20,000.00            |
| Soft Cost            | \$ 96,000.00            |
| <b>Overall total</b> | <b>\$1,027,000.00 *</b> |

**Tentative time line: \*\***

|                                    |           |
|------------------------------------|-----------|
| Plans and Specification            | 4 months  |
| Texas Historical Commission Review | 2 months  |
| Bidding                            | 1 month   |
| Awarding of Const. Contract        | 1 month   |
| Construction Phase                 | 9 months  |
| Total Time                         | 17 months |

**Scope of Work:**

Provide site work with lighting and remodel existing building with 2<sup>nd</sup> floor and elevator for historical museum use.

Respectfully,

A handwritten signature in black ink, appearing to read 'Eduardo G. Vela', is written over a horizontal line.

Eduardo G. Vela, AIA



NOV 17 2010

\* Cost estimate will be adjusted as comments from The Texas Historical Commission are received.

\*\* Time line will be adjusted in accordance with approval schedule from The Texas Historical Commission. The Texas Historical Commission expected this work to be in Phase II.



John David Franz, Mayor  
Alvin Serrano, Mayor Pro Tem

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COUNCIL MEMBERS:

Siglinde Franz  
Daniel Dillard, II  
Pedro Fonseca  
Guillermo Ramirez

Joe Vera, III - City Manager, CECD, CFEE

April 7, 2011

Mr. Antonio Tony Barco  
Hidalgo County Urban County  
1916 Tesoro Blvd  
Pharr, TX. 78577

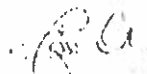
Re: The Pre-Award Funding Agreement

Dear Mr. Barco,

As per our previous discussions and meeting, let this letter serve as a request for you to follow up with HUD on our dialogue of the Pre-Award Funding Agreement in the amount of \$1,002,033.00, utilizing YR 24, 25 and 26 (2011, 2012, 2013) funds for non-residential historical preservation.

If you have any questions, I can be reached at the office 956-843-2286 or on my cellular 956-393-8546.

Sincerely,

  
Joe Vera III, CECD, CFEE  
City Manager

Cc: Candace Armenta



## Fire equipment purchase - City of Palmview CC REGULAR

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Candace Armenta  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

### Information

#### **CAPTION**

Urban County Program on behalf of the City of Palmview is requesting authority to purchase fire protection equipment with Daco Fire Equipment in the amount of \$21,756.00 to include shipping fees (Bid No. 5010-55-0315-5000-5500-CJA). The City of Palmview UCP Year 23 (2010) Fire Station Equipment funds will be utilized.

#### **BACKGROUND**

The fire protection equipment to be purchased is 12 sets of bunker gear and will be purchased for use in the city limits of Palmview and surrounding areas. Payment in the amount of \$21,756.00 will include warranties, customer assistance, and delivery. Delivery is expected within 30-60 days.

Vendor: Daco Fire Equipment  
Purchase Amount: \$ 21,756.00  
Funds Available: \$ 80,400.00 Year 23 (2010) Fire Station Equipment funds

### Fiscal Impact

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

#### **BUDGETARY IMPACT:**

The City of Palmview UCP Year 23 (2010) Fire Station Equipment funds will be utilized.

Vendor: Daco Fire Equipment  
Purchase Amount: \$ 21,756.00  
Funds Available: \$ 80,400.00 Year 23 (2010) Fire Station Equipment funds

### Attachments

Link: [BACKUP](#)

### Form Routing/Status

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/27/2011 10:54 AM | APRV   |
| 2         | Manuel Chapa        | Manuel Chapa | 04/28/2011 08:15 AM | APRV   |
| 3         | Auditor's Office    | Linda Fong   | 04/28/2011 05:21 PM | APRV   |

4 Dina Trevino

04/29/2011 11:09 AM NEW

Form Started By: Estella Webber

Started On: 04/27/2011 10:32  
AM

Final Approval Date: 04/29/2011

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# HIDALGO COUNTY PURCHASING DEPARTMENT

## BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY - URBAN COUNTY PROGRAM**

**BID OPENING DATE: March 02, 2011**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "City of Palmview Fire Station Equipment - Purchase of Bunker Gear"**

**BID NO: 5010-55-0315-5000-5500-CJA**

**PROCUREMENT SPECIALIST:**

| RFB NO. | Name of Company     | Total       | Bid Bond/<br>Cashier's Check Included |
|---------|---------------------|-------------|---------------------------------------|
| 1.      | DACO Fire Equipment | \$21,756.00 | N/A                                   |
| 2.      |                     |             |                                       |
| 3.      |                     |             |                                       |
| 4.      |                     |             |                                       |
| 5.      |                     |             |                                       |
| 6.      |                     |             |                                       |
| 7.      |                     |             |                                       |
| 8.      |                     |             |                                       |
| 9.      |                     |             |                                       |

**\*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**



**EXHIBIT "B"**  
**BID PAGE**

**HIDALGO COUNTY-URBAN COUNTY PROGRAM**  
**City of Palmview Fire Station Equipment**  
**"Purchase of Bunker Gear"**

**BID NO.: 5010-55-0315-5000-5500-CJA**

**SCOPE OF WORK DESCRIPTION:**

Purchase of bunker gear to include twelve (12) coats, pants and helmets.

**BID PRICE:** \$ 21,756.00

**ALTERNATE PRICE:** \$ \_\_\_\_\_

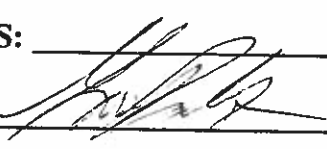
**BIDDER/COMPANY NAME:** DACO FIRE EQUIPMENT

**ADDRESS:** 201 AVE R

**CITY/STATE/ZIP CODE:** LUBBOCK, TX 79415

**PHONE & FAX NO.'S:** 806-763-0808 / 806-763-9151 fax

**CELLULAR & BEEPER NO.'S:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** GARRETT DOBMEIER

**TITLE:** SALES

OPENED

9.44

3-2-11



# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT BID FOR UNIT PRICE CONTRACTS

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Project No. \_\_\_\_\_

Proposal of DACO FIRE EQUIPMENT (Hereinafter called "Bidder")\* a corporation, organized and existing under the laws of the State of TEXAS \_\_\_\_\_, \* a partnership, or an individual doing business as \_\_\_\_\_.

To the County of Hidalgo,

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for the purchase of bunker gear, having examined the attached specifications with related documents and being familiar with all of the conditions surrounding the purchase of bunker gear, hereby proposes to furnish all bunker gear as specified in accordance with the bid documents, within the time set forth therein and at the prices specified below. These prices are to cover all expenses incurred, including freight, shipping and delivery costs, in supplying the products required under the specification documents, of which this proposal is a part.

Bidder hereby agrees to deliver the products under this bid request on or before a date to be specified in the written "Purchase Order" of the Owner and to fully deliver the products within 60 (sixty) consecutive calendar days thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum (this acknowledgement applies only if addendums have been issued):

\_\_\_\_\_  
\*Insert corporation, partnership or individual as applicable.

Bidder agrees to deliver all the products described in the specifications provided, for the following unit prices (if any additional break downs are needed per each item's sizing/color/etc., an attachment may be included):

| Item No. | Est. Qty. | Description                                    | Unit Price (Each)           | Total                       |
|----------|-----------|------------------------------------------------|-----------------------------|-----------------------------|
| 1.       | <u>12</u> | <u>coats</u>                                   | <u>979.00</u>               | <u>11,748.00</u>            |
|          |           | <u>Sizes specified on specification sheet</u>  | Dollars & Cents (\$ _____ ) | Dollars & Cents (\$ _____ ) |
| 2.       | <u>12</u> | <u>pants</u>                                   | <u>522.00</u>               | <u>6,264.00</u>             |
|          |           | <u>Sizes specified on specification sheet</u>  | Dollars & Cents (\$ _____ ) | Dollars & Cents (\$ _____ ) |
| 3.       | <u>12</u> | <u>helmets</u>                                 | <u>312.00</u>               | <u>3,744.00</u>             |
|          |           | <u>Colors specified on specification sheet</u> | Dollars & Cents (\$ _____ ) | Dollars & Cents (\$ _____ ) |

(Unit Prices Continued)



# PALMVIEW FIRE DEPARTMENT



400 W. VETERANS BLVD. • PALMVIEW TEXAS 78572  
FIRE DEPARTMENT (956) 580-3302  
FIRE PREVENTION (956) 581-7411  
FAX (956) 581-7494

JERRY ALANIZ  
FIRE CHIEF

We would like to proceed with the purchase of the bunker gear Bid # 5010-55-0375-5000-5500-CJA for our department. We respectfully disagree with the sizing method that Daco Fire Equipment has proposed due to the gear not truly being custom fitted for our odd size personnel. This may cause steam burns or injury to our personnel during fire suppression, but our need for the personnel protective equipment is greatly needed due to the current condition of our gear to meet Texas Commission on Fire Protection standards that our city has been asked to upgrade.

Respectfully Submitted,

Jerry Alaniz  
Fire Chief





## URBAN COUNTY PROGRAM

1916 TESORO BLVD. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291  
E-mail ucp@bizrgv.rr.com

March 22, 2011

Raymond Segovia  
400 Veterans Blvd.  
Palmview, Texas 78572

***Re: Palmview Bunker Gear - Bid Received from Daco Fire Equipment***

Raymond,

Urban County contacted Daco Fire Equipment to clarify the items you addressed in your letter dated 3/11/2011. We have spoken with a representative, Steve Davis. The following is a break down of items UCP received clarification on:

|                                    |                                                                                                                                                                                                                                                                                        |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Coat Outer Shell:</i>           | The 600 DENIER Kevlar is 1.5 times stronger than Palmview's requirement.                                                                                                                                                                                                               |
| <i>Collar:</i>                     | The material used on the 4-layer collar is equal to the requirement on the 6-layer collar.                                                                                                                                                                                             |
| <i>Action Back:</i>                | Daco's bid includes a Super Deluxe Coat, which includes a "by swing back", a mechanism equal to the "action back" required.                                                                                                                                                            |
| <i>Personalization:</i>            | UCP does not see the 2" difference in patch size as jeopardizing the firemen's safety.                                                                                                                                                                                                 |
| <i>Enhanced Mobility<br/>Knee:</i> | Daco is specifying foam in the construction of the knee portion of the pant for added protection. An adjustment can be made if Palmview would like the foam to be removed and replaced with a "self fabric", this would also result in a decrease in price, as foam is more expensive. |
| <i>Suspenders:</i>                 | Daco's bid does not state a traditional button is being used. Daco uses a "loop and snap" mechanism.                                                                                                                                                                                   |

*Suspenders  
(No Foam):*

Heavy reinforced padding, not foam, is being used on the shoulder area.

*Reflective  
Trim:*

Daco's bid states suspenders are reflective with trim. This means reflective trim on suspenders is included on suspenders.

*Pant Shell  
Material:*

The 600 DENIER Kevlar is 1.5 times stronger than Palmview's requirement.

*Hardware:*

Daco provides the minimum requirement of double stitching on all of their bunker gear. Triple and bartaking is also included in some of the gear.

*Sizes:*

Only 2 chest sizes and 1 pant size are odd numbers. All other suits will fit custom to size and the 3 odd sizes will choose one size up or down from their measured odd size.

*Helmet:*

The stitching requested on bid will be included on leather front.

With the information assessed by Urban County and provided by Daco Fire Equipment, none of the issues addressed jeopardize the fireman's safety and meet the requirements of our bid. Urban County does not find reason enough to the reject Daco Fire Equipment's bid. If there are any questions or concerns regarding this matter, please contact Candace Armenta or myself.

Thank you

Sincerely,

A handwritten signature in black ink, appearing to read 'Antonio Barco', with a horizontal line extending to the right.

Antonio Barco, Deputy Director  
AB:cja

|                        | City Specifications                                                                                                         | Vendor Specifications                                                                                                                               | UCP Action                             | UCP Reasoning                                                                                                       |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------|
|                        |                                                                                                                             |                                                                                                                                                     |                                        |                                                                                                                     |
| Coat outer shell       | Calls for 400 DENIER Kevlar or equal to filament yarn                                                                       | Specifying 600 DENIER Kevlar                                                                                                                        | ✓<br>Acceptable submission from vendor | 600 DENIER Kevlar is 1.5 times stronger than city's requirements.                                                   |
| Collar                 | Call for 6-layer construction to provide for increased thermal protection                                                   | Specifying 4-layer construction<br>Vendor is providing the "super deluxe" coat which includes a "by swing back", a mechanism equal to "action back" | ✓<br>Acceptable submission from vendor | As per Steve Davis, the material used in the 4-layer collar provides equal protection as the 6-layer specification. |
| Action Back            | Calls for an "action back" built into the coat                                                                              |                                                                                                                                                     | ✓<br>Acceptable submission from vendor | The mechanism specified by the city is being provided in the super deluxe coat from Daco.                           |
| Personalization        | States a removable patch of 4" x 17"                                                                                        | Specifying a 4" x 15" removable patch                                                                                                               | ✓<br>Acceptable submission from vendor | The small difference in patch size is not reason enough to reject vendor's bid.                                     |
| Enhanced Mobility Knee | For a EMK, Enhanced Mobility Knee system or equal to.                                                                       | Specifying foam in the construction of the pant (knee portion for enhanced protection)                                                              | ✓<br>Acceptable submission from vendor | for knee reinforcement. It would be less expensive to use "self fabric" as opposed to foam.                         |
| Suspenders             | Call for use of sewn in suspenders and buckle system for added safety.                                                      | Specifying the use of "buttons" to secure the suspenders to the pants.                                                                              | ✓<br>Acceptable submission from vendor | The vendor's bid does not state a traditional button is being used. Vendor uses a loop & snap mechanism.            |
| Suspenders - No Foam   | Call for the use of no foam in the construction of the gear.                                                                | Foam is not being used on the suspenders.                                                                                                           | ✓<br>Acceptable submission from vendor | Heavy reinforced padding is being used on the shoulder area of the suspenders for added comfort - not foam.         |
| Reflective Trims       | Call for additional reflective trims on the suspenders for added safety for visibility at night                             | Reflective trim is included for coat and pants but does not specify reflective trims on the suspenders                                              | ✓<br>Acceptable submission from vendor | Additional reflective trim on suspenders is not reason enough to reject vendor's bid.                               |
| Pant Shell Material    | Specifications call for 400 DENIER Kevlar or equal to filament yarn.                                                        | Bidder is specifying 600 DENIER Kevlar.                                                                                                             | ✓<br>Acceptable submission from vendor | 600 DENIER Kevlar is 1.5 times stronger than city's requirements.                                                   |
| Hardware               | Specifications call for stitching of all hook and loop using double row stitching all around or an X pattern in the center. | Vendor provides double or triple stitching and bartacking on all stitching.                                                                         | ✓<br>Acceptable submission from vendor | After speaking with vendor, UCP learned that at minimum, double stitching is done on all stitching.                 |
| Sizes                  | Specifications call for "specific" chest and waist sizes that have even and odd sizes for our personnel.                    | Vendor does not provide odd sizes, only even sizing.                                                                                                | ✓<br>Acceptable submission from vendor | Only 2 chest sizes and 1 pant sizes fall as "odd" numbers. The other suits fall under even sizing.                  |
|                        | City specifications call for leather fronts to ensure proper customization for personal accountability                      | Vendor will provide leather front stitching                                                                                                         | ✓<br>Acceptable submission from vendor | As per Steve Davis, the stitching requested on city's bid will be included on leather front.                        |

10:53AM

City of Palmview

# CITY OF PALMVIEW

"Moving In The Right Direction"

Mayor  
Jorge G. Garcia

Mayor Pro Tem  
Gerardo Perez

Councilmen  
Noe Ruben Muñoz  
Ricardo Villarreal  
Joel Garcia Jr.

Councilwoman  
Graciela S. Flores

The only bidder did not meet all specifications specified in the bid specifications for "Bunker Gear" Bidder  
Number 5010-55-0315-5000-CJA. To insure a proper fit and added safety we are requesting a re-bid.  
Below are the specifications that were not met.

Asst. Manager  
Ramon Segovia

City Secretary  
Aida Rivas

? Coat outer Shell – Our specifications call for 400 DENIER Kevlar or equal to filament yarn, bidder is specifying 600 DENIER Kevlar.

ok Collar – Our specifications call for 6 – layer construction to provide for increased thermal protection, bidder is specifying 4 – layer construction.

? There is no "action back" built into the coat as specified in our specifications.

ok Personalization specifies a removable patch of 4" x 17" bidder is specifying a 4" x 15" patch.

→ ok There is no Enhanced Mobility Knee system or equal to in the bidder's specifications as required in our specifications.

ok Suspenders – (1) The bidder is specifying the use of buttons to secure the suspenders to the pants, our specifications clearly specify the use of sewn in suspenders and buckle system for added safety.

(2) Our specifications call for the use of no foam in the construction of the gear, and bidder is use foam in the construction of the suspenders.

ok (3) Our specifications call for additional reflective trims on the suspenders for added safety for visibility at night, the bidder does not provide the reflective trims in their specifications.

? Pant shell material – Our specifications call for 400 DENIER Kevlar or equal to filament yarn, bidder is specifying 600 DENIER.

Pant Knee Reinforcement – Our specifications clearly state the use of no foam in the construction of the gear, and the bidder is stating in their specifications that they will use foam in their construction.

? Hardware – Our specifications for stitching of all hook and loop calls for a double row or stitching all around or with an X pattern in the center, bidder does not utilize either of these patterns to ensure longevity.



ck Sizes – Our specifications clearly call for “specific” chest and waist sizes that have even and odd sizes for our personnel, bidder states in their specifications that they will only be made available in even sizes thus not providing for a proper fit.

X Helmet – Bidder does not supply proper specifications that are clearly stated in our bid specifications pertaining to the customization of our helmet leather fronts to ensure proper customization for personnel accountability.

Respectfully Submitted,

  
Ramon Segovia  
Assistant City Administrator

- 1 1/2 times stronger
- kevlar 400 x 600, tensile strength - density of kevlar required
  - Double or triple stitched, bartacking  
velcro also has double stitching
  - Bartacks - ~~5~~ 5-600 stitches
  - knee Reinforcement - no foam.  
city doesn't want an open cell foam  
foam in knee is closed cell foam  
that doesn't absorb anything.
  - "Self fabric" and so it over knee for knee reinforcement  
Option: could be switched out to self fabric,  
would be less expensive.

**AI-26402****25.0.0.****Fire equipment purchase - City of Palmview  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Candace Armenta  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information****CAPTION**

Urban County Program on behalf of the City of Palmview is requesting authority to purchase fire protection equipment with Daco Fire Equipment in the amount of \$21,756.00 to include shipping fees (Bid No. 5010-55-0315-5000-5500-CJA). The City of Palmview UCP Year 23 (2010) Fire Station Equipment funds will be utilized.

**BACKGROUND**

The fire protection equipment to be purchased is 12 sets of bunker gear and will be purchased for use in the city limits of Palmview and surrounding areas. Payment in the amount of \$21,756.00 will include warranties, customer assistance, and delivery. Delivery is expected within 30-60 days.

Vendor: Daco Fire Equipment  
Purchase Amount: \$ 21,756.00  
Funds Available: \$ 80,400.00 Year 23 (2010) Fire Station Equipment funds

**Fiscal Impact****Attachments**

Link: [fire equip. purchase](#)

**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By                     | Date                | Status  |
|---------------------------------|-----------------------|---------------------------------|---------------------|---------|
|                                 | (Originator)          | Estella Webber                  | 04/27/2011 10:32 AM | CREATED |
| 1                               | Budget & Management   |                                 |                     | NEW     |
| 2                               | Auditor's Office      |                                 |                     |         |
| 3                               | Purchasing Department |                                 |                     |         |
| Form Started By: Estella Webber |                       | Started On: 04/27/2011 10:32 AM |                     |         |

**Work Plan amendment (Pct. 3)****CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Submitted For:** Candace Armenta  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

---

**Information****CAPTION**

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed Program Amendment to their existing Urban County Program work plan for FY 23 (2010). The proposed amendment will add streets into their existing work plan to include caliche, curb and gutter, sidewalks and related appurtenances as they pertain to project completion.

2. Consideration and approval of a Program Amendment for Hidalgo County Precinct No. 3 Year 23 (2010) work plan. The proposed amendment will add streets into their existing work plan to include caliche, curb and gutter, sidewalks and related appurtenances as they pertain to project completion.

**BACKGROUND**

A Public Hearing was held on May 3, 2011 at 9:30 a.m. and the citizen participation requirements have been met. See attached detailed amendment.

The proposed Hidalgo County Precinct No. 3 Year 23 (2010) amendment will add the following streets to their FY 23 (2010) work plan:

- (a) 2 Mile Orange Grove (La Homa to FM 492),
- (b) 2 Mile (FM 492 to Abram),
- (c) 9 Mile (Inspiration to Trosper),
- (d) 9 ½ Mile (Conway to Trosper),
- (e) Abram Rd (Expressway 83 to Business 83),
- (f) Doffing Rd (8-9 Mile) and
- (g) Inspiration Rd (8-9 Mile) and streets in the general vicinity to include, but not limited to, caliche, curb and gutter, sidewalks and related appurtenances as they pertain to project completion.

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

Proposed program amendment will be utilizing Urban County Year 23 (2010) funds.  
No budget increase to proposed amendment.

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**Attachments**

Link: [amendment - Pct. 3](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/26/2011 04:49 PM | APRV   |
| 2         | Manuel Chapa          | Manuel Chapa       | 04/28/2011 09:43 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:22 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Estella Webber  
Started On: 04/26/2011 04:20 PM

Final Approval Date: 04/29/2011

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*verified by non 2010  
& Nellie of Finance*

**PUBLIC HEARING NOTICE  
PRECINCT NO.3  
URBAN COUNTY PROGRAM**

**PROGRAM AMENDMENT**

*Second April 21 ✓  
Approved April 28  
7:30 PM Hearing Room 7*

In compliance with Community Development Block Grant (CDBG) requirements, Precinct No.3 will conduct a public hearing to solicit input from interested parties on the precinct's proposed program amendment to its Urban County Program, Year 23 (2010).

The Public Hearing will be held on Tuesday, May 3rd at 9:30 am at the Precinct No.3 office located on 724 North Breyfogle in Mission, Texas 78572.

The following is the proposed program amendment for your consideration:

| <b>Existing<br/>Work Plan</b> | <b>Activity<br/>Year 23 (2010)</b> | <b>Proposed<br/>Work Plan</b> |
|-------------------------------|------------------------------------|-------------------------------|
| <u>\$ 373,744.00</u>          | Street Improvements                | <u>\$ 373,744.00</u>          |
| <b>\$ 373,744.00</b>          | <b>TOTAL</b>                       | <b>\$ 373,744.00</b>          |

The proposed program amendment to the Street Improvements line item will **add** streets to the existing Year 23 (2010) Street Improvements work plan. The following streets will be added: **(a) 2 Mile Orange Grove** (La Homa to FM 492), **(b) 2 Mile** (FM 492 to Abram), **(c) 9 Mile** (Inspiration to Trosper), **(d) 9 ½ Mile** (Conway to Trosper), **(e) Abram Rd** (Expressway 83 to Business 83), **(f) Doffing Rd** (8-9 Mile) and **(g) Inspiration Rd** (8-9 Mile) and streets in the general vicinity to include, but not limited to, caliche, curb and gutter, sidewalks and related appurtenances as they pertain to project completion.

Accommodations 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 the Hidalgo County Urban County Program office located on 1916 Tesoro Blvd in Pharr, Texas 78577 or call (956) 787-8127.

Written comments may be forwarded to:

**Commissioner Joe Flores  
Precinct No.3  
724 North Breyfogle  
Mission, Texas 78572**

AI-26407

13.A.

**Planning Department**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Nora Cavazos, PLANNING DEPT.  
**Submitted For:** Raul Sesin  
**Department:** PLANNING DEPT.  
**Agenda Category:** Planning Department

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**Information**

**CAPTION**

Final Approval:

1. Dollar General Monte Alto Subdivision – Pct. #1 (Aaron L. Shields)

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: Dollar General - Monte Alto; Final

Link: Dollar General - Monte Alto; Plat

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By        | Date                | Status |
|-----------|-----------------------|--------------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora       | 04/27/2011 03:40 PM | APRV   |
| 2         | Olga Garza            | Olga Garza         | 04/27/2011 04:43 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong         | 04/28/2011 05:23 PM | APRV   |
| 4         | Purchasing Department | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Nora Cavazos  
Started On: 04/27/2011 02:20 PM

Final Approval Date: 04/29/2011

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# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Segin, P.E., CFM**  
**PLANNING ADMINISTRATOR**

TO: Judge Ramon Garcia  
County Commissioner's Court

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

DATE: May 3, 2011

RE: **Dollar General - Monte Alto Subdivision – Pct. 1**  
**Final Approval**

Dollar General - Monte Alto Subdivision is a one (1) commercial lot subdivision located on the Northeast corner of FM 88 and Ash Street.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 9, 2011. The proposed subdivision lies within Zone "X Un-Shaded" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on February 24, 2011. The proposed subdivision plat will dedicate ten (10) feet on Ash Street and ten (10) feet on FM 88 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by North Alamo Water Supply Corporation.

Water Services will be provided by the North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on FM 88 Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 21, 2011. 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 **April 27, 2011**.

MAP OF  
DOLLAR GENERAL  
MONTE ALTO  
SUBDIVISION

SHEET 1 OF 2

BEING A RESUBDIVISION OF 1.3636 ACRES (59,400 SQ. FT.)  
OUT OF LOT TWELVE (12), BLOCK FIFTY-NINE (59),  
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION,  
HIDALGO COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN  
VOLUME 1, PAGE 28, MAP RECORDS,  
HIDALGO COUNTY, TEXAS

GENERAL PLAT NOTES & RESTRICTIONS:

1. THIS PROPERTY IS LOCATED IN ZONE "C".  
ZONE "C" (UNIMAGED AREAS): ZONE "C" IS DEFINED AS AREAS OF 800 YEAR FLOODS. FEMA FLOOD  
INSURANCE RATE MAP COMMUNITY PANEL NO. 48034 C 050 C  
MAP REVISED: JUNE 8, 2000. REVISED TO REFLECT LOMR DATED MAY 17, 2001.
2. MINIMUM FINISH FLOOR NOTE:  
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE EXIST. TOP OF CURB OR EXIST. RD. CL 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 A DEVELOPMENT PERMIT  
APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION  
CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A  
DEVELOPMENT PERMIT APPLICATION.
3. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY  
REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,228 C.F. (0.0741 AC.-FT.)  
OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS  
WILL BE ACCOMPLISHED AS FOLLOWS:  
SEE SHEET NO. 2 FOR STORM SEWER IMPROVEMENTS.
4. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT.  
EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND  
OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE  
EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
5. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF  
FENCES, BUILDINGS, SHEDS, 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.
6. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:  
FRONT (F.M. 88) 30 FEET  
REAR 60 FEET OR GREATER FOR EASEMENT  
SIDE 15 FEET OR GREATER FOR EASEMENT
7. BENCHMARK: OPS WITH "MELDEN AND HUNT" CAP LOCATED AT THE SOUTHWEST CORNER OF THIS  
PROPERTY.  
NORTHING: 15661558.2267 EASTING: 158240.1203 ELEVATION: 83.447, NAVD 83, GEDD 2003.
8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVISION AND PURCHASER OF A LOT IN THIS  
SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS  
SERVICES, IF APPLICABLE, WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. GENERAL NOTE FOR COMMERCIAL LOTS:  
THIS SUBDIVISION SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN  
COMMERCIAL, FUTURE-ORIENTED. THIS SUBDIVISION IS FOR NONRESIDENTIAL USE. THIS MUST BE  
STIPULATED ON ALL DEEDS, AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED  
BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO  
OCCUPANCY OF THE LOT.
10. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET  
AS PER THE HIDALGO COUNTY MOUL SUBDIVISION RULER. BY SIGNING THIS PLAT, DEVELOPER AND  
ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH  
UTILITY PROVIDER OCCUPYING THE LOT.
11. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY  
PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL AND TRAILER USE. THE  
TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OR  
DEVELOPMENT PERMIT, NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN,  
DRAINAGE PLAN AND OSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN  
ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING  
PERMIT STAGE.
13. FENCED DEBRIS BUFFER MAY BE REQUIRED DURING THE PERMIT STAGE BY OWNER.
14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP)  
REQUIREMENTS.
15. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS  
BY THE LOT OWNERS.
16. ALL COMMON ACCESS, DETENTION AREAS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED  
BY THE LOT OWNERS.
17. LOT 1 SHALL NOT HAVE DIRECT ACCESS TO F.M. 88.
18. ALL LOTS IN DOLLAR GENERAL MONTE ALTO SUBDIVISION, ARE HEREBY GRANTED A "DRAINAGE SWALE  
EASEMENT" WITH RESPECT TO SURFACE WATER RUNOFF FROM ALL LOTS IN "DOLLAR GENERAL MONTE  
ALTO" SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE AREA".  
LOT OWNERS OF DOLLAR GENERAL MONTE ALTO SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT  
OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT AND RESPONSIBLE FOR THE  
MAINTENANCE OF THE DRAINAGE SWALE. THE COUNTY OF HIDALGO, AND THE HIDALGO COUNTY  
DRAINAGE DISTRICT NO. 1 MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY  
PROVIDED BY LAW, AND THE COUNTY AND/OR THE DISTRICT MAY RECOVER COSTS FROM THE LOT OWNERS  
VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER  
NECESSARY FROM DRAINAGE OF THE LOTS COMPREHENDING DOLLAR GENERAL MONTE ALTO SUBDIVISION,  
BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY THE LOT OWNERS,  
SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS  
FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN "DOLLAR GENERAL MONTE ALTO"  
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 "DOLLAR GENERAL MONTE  
ALTO" SUBDIVISION, ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS  
THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BURNING THE DRAINAGE SWALES  
PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS,  
HIDALGO COUNTY, TEXAS.
19. EASEMENT AND RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT CO., DATED JUNE 15, 1982,  
RECORDED IN VOLUME 1796, PAGE 60, DEED RECORDS, HIDALGO COUNTY, TEXAS. (BLANKET IN NATURE,  
NOT PLATTABLE.)

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.3636 ACRES (59,400 SQUARE FEET)  
SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR  
PORTION OF LOT 12, BLOCK 59, MISSOURI-TEXAS LAND AND  
IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT  
THEREOF RECORDED IN VOLUME 1, PAGE 28, HIDALGO COUNTY  
MAP RECORDS, SAID 1.3636 ACRES (59,400 SQUARE FEET) ALSO  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND, WITH A NORTHING OF  
16661558.2267 AND AN EASTING OF 158240.1203, ON THE SOUTH  
LINE OF SAID LOT 12, BLOCK 59 AND AT THE INTERSECTION OF THE  
EXISTING EAST-RIGHT-OF-WAY LINE OF F.M. 88 AND THE NORTH  
RIGHT-OF-WAY LINE OF ASH STREET FOR THE SOUTHWEST  
CORNER OF THIS TRACT, SAID REBAR BEARS S 81° 01' 53" E  
A DISTANCE OF 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID  
LOT 12, BLOCK 59.

1. THENCE, N 0° 58' 07" E ALONG THE EXISTING EAST  
RIGHT-OF-WAY LINE OF F.M. 88, A DISTANCE OF 180.00 FEET  
TO A NO. 4 REBAR SET, WITH A NORTHING OF 16661558.2267  
AND AN EASTING OF 158240.1203, FOR THE NORTHWEST  
CORNER OF THIS TRACT;

2. THENCE, S 81° 01' 53" E AT A DISTANCE OF 10.00 FEET PASS A  
NO. 4 REBAR SET FOR THE PROPOSED EAST RIGHT-OF-WAY  
LINE OF F.M. 88 PER THE HIDALGO COUNTY THOROUGHFARE  
MAP, CONTINUING A TOTAL DISTANCE OF 330.00 FEET TO A  
NO. 4 REBAR SET, WITH A NORTHING OF 16661558.1799 AND  
AN EASTING OF 158240.1462, FOR THE NORTHEAST  
CORNER OF THIS TRACT;

3. THENCE, S 0° 58' 07" E A DISTANCE OF 180.00 FEET TO A NO.  
4 REBAR SET, WITH A NORTHING OF 16661558.2267 AND AN  
EASTING OF 158240.1203, ON THE SOUTH LINE OF SAID LOT  
12, BLOCK 59 AND THE NORTH RIGHT-OF-WAY LINE OF ASH  
STREET FOR THE SOUTHEAST CORNER OF THIS TRACT;

4. THENCE, N 81° 01' 53" W ALONG THE SOUTH LINE OF SAID LOT  
12, BLOCK 59 AND THE NORTH RIGHT-OF-WAY LINE OF ASH  
STREET, AT A DISTANCE OF 320.00 FEET PASS A NO. 4 REBAR  
SET FOR SAID PROPOSED EAST RIGHT-OF-WAY LINE OF F.M.  
88, CONTINUING A TOTAL DISTANCE OF 330.00 FEET TO THE  
POINT OF BEGINNING AND CONTAINING 1.3636 ACRES (59,400  
SQUARE FEET), OF WHICH 0.0415 OF ONE ACRE (1,500  
SQUARE FEET) LIES IN SAID PROPOSED ADDITIONAL  
RIGHT-OF-WAY FOR F.M. 88, LEAVING A PROPOSED NET OF  
1.3221 ACRES (57,900 SQUARE FEET) OF LAND, MORE OR  
LESS.

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DOLLAR GENERAL  
MONTE ALTO WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY  
RIGHT-OF-WAY DEPARTMENT

ON \_\_\_\_\_

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

DRAINAGE STATEMENT  
I, THE UNDERSIGNED OWNER OF LAND SHOWN ON THIS PLAT, FOR THE  
CONSIDERATION OF DELTA LAKE IRRIGATION (WILLACY AND HIDALGO COUNTY)  
APPROVING THIS PLAT, ASSUME ALL RESPONSIBILITY FOR THE DRAINAGE OF THE  
LAND COVERED HEREIN AND WE, OUR HEIRS AND ASSIGNS, ASSUME ANY  
COSTS IN CONNECTION WITH ANY DRAINAGE NEEDED NOW OR AT ANY TIME IN  
THE FUTURE.

*Aaron L. Shields*  
ARON L. SHIELDS, OWNER

INDEX TO SHEETS OF DOLLAR GENERAL MONTE ALTO SUBDIVISION

SHEET 1: HEADINGS, INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS, MAP,  
LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS),  
H.C.D. #1 CERTIFICATION, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT, DELTA  
LAKE IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, HIDALGO  
COUNTY CERTIFICATION, SURVEYORS & ENGINEERS CERTIFICATIONS, PLAT  
NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION,  
ATTESTATION, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE, MAP OF WATER AND SANITARY  
SEWER, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND  
DRAINAGE SWALES, AND ENGINEERING CERTIFICATION, REVISION NOTES.

TEXAS REGISTRATION F-105

**MELDEN & HUNT INC.**  
CONSULTANTS - ENGINEERS - SURVEYORS  
115 W. MCINTYRE  
EDINBURG, TX 78541  
PH: (361) 381-0981  
FAX: (361) 381-0981  
ESTABLISHED 1947

DRAWN BY: *SPS* DATE: 3-18-11  
SURVEYED, CHECKED: *SPS* DATE: 3-20-11  
FINAL CHECK: *SPS* DATE: 3-21-11



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

DATED THIS 18th DAY OF March 20 11

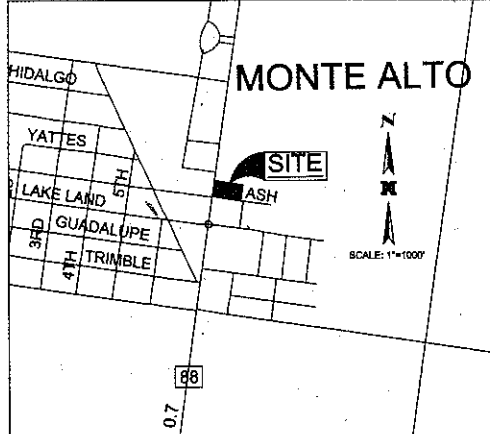
*Fred L. Kurth*  
FRED L. KURTH, P.L.S. # 4750  
DATE SURVEYED: JANUARY 3, 2011  
TODAY, PAGES 14-15  
T-587, PAGES 54-58  
T-581, PAGES 30-32  
SURVEY JOB # 10142.08

STATE OF TEXAS  
COUNTY OF HIDALGO

I, KELLEY A. HELLER-VELA, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE  
STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN  
TO THIS PLAT.

DATED THIS 21st DAY OF March 20 11

*Kelley A. Heller-Vela*  
KELLEY A. HELLER-VELA, P.E. # 97421  
DATE PREPARED: JANUARY 28, 2011  
JOB NO. 10142.00



OWNER: AARON L. SHIELDS  
WD DOC. 828100, H.C.O.R.

S81°01'53"E

330.00'

LEGEND  
● FOUND NO. 4 REBAR  
○ SET NO. 4 REBAR W/ PLASTIC  
CAP STAMPED MELDEN HUNT

LOT 1  
1.2417 ACRES (54,087.500 Sq. Ft.)

ASH STREET

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL  
SUBDIVISION OF A MUNICIPALITY

DOLLAR GENERAL MONTE ALTO SUBDIVISION IS LOCATED IN HIDALGO COUNTY  
ON THE NORTHEAST SIDE OF THE INTERSECTION OF ASH ST. AND F.M. 88 IN  
MONTE ALTO, TEXAS. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG  
WHICH IS APPROXIMATELY 5.5 MILES DUE SOUTH, ACCORDING TO THE OFFICIAL  
MAP IN THE OFFICE OF PLANNING FOR THE CITY OF EDINBURG. DOLLAR  
GENERAL MONTE ALTO SUBDIVISION IS OUTSIDE THE CITY LIMITS OF EDINBURG,  
TEXAS, AND IS OUTSIDE THE 2 MILE E.T. OF THE CITY OF EDINBURG UNDER  
LOCAL GOVERNMENT CODE 41.012. THE CITY OF EDINBURG HAS A POPULATION  
OF 4,428 (2005 CENSUS) AND IS WITHIN PRECINCT NO. 4.

THIS PLAT, DOLLAR GENERAL MONTE ALTO, HAS BEEN SUBMITTED TO AND CONSIDERATION BY THE DELTA  
LAKE IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH  
DISTRICT. ALL RIGHTS, RULES AND REGULATIONS OF THE DELTA LAKE IRRIGATION DISTRICT EXISTING PRIOR  
TO THE SUBMISSION OF THIS PLAT ARE NOT ABROGATED BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY  
THE SAID DISTRICT. NOTWITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT; (THIS  
REQUIREMENT WILL BE INAPPLICABLE IF ANY RIGHTS, RULES OR REGULATIONS OF THE DISTRICT ARE  
INTENDED BY THE DISTRICT TO BE ABRIDGED); DELTA LAKE IRRIGATION DISTRICT WILL NOT ALLOW ANY  
STRUCTURES 15' FROM THE CENTER LINE OF A PIPELINE OR 25' FROM THE INSIDE TOE OF ANY MAIN OR  
LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING BE WILL INSTALLED OR REMAIN ON ANY  
DISTRICTS EASEMENT OR RIGHT-OF-WAY LESS APPROVED BY THE DISTRICT MANAGEMENT. ALL APPROVED  
FENCING WILL BE REQUIRED TO HAVE AVAILABLE ONLY AT EXISTING IRRIGATION OUTLETS. ANY  
MODIFICATION, CHANGE, OR ADDITIONAL OUTLETS MUST BE APPROVED BY THE DISTRICT, AND BE AT  
EXPENSE OF THE OWNER.  
ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERK'S OFFICE ON WILLACY OR  
HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.  
GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS 21st DAY OF April, A.D. 20 11

APPROVED BY: *Dee Murden*  
PRESIDENT, DEE MURDEN  
ATTEST BY: *R. Galloway*  
SECRETARY, NEAL GALLOWAY

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 (2001). 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.



FILE FOR RECORD IN  
HIDALGO COUNTY  
ARTURO GUJARDO JR.  
HIDALGO COUNTY CLERK

PRINCIPAL CONTACTS  
OWNER: AARON L. SHIELDS RT. 1 BOX 196 EDINBURG, TX 78538 (361) 565-1234 n/a  
ENGINEER: KELLEY A. HELLER-VELA 115 W. MCINTYRE EDINBURG, TX 78541 (361) 381-0981 (361) 381-1839  
SURVEYOR: FRED L. KURTH 115 W. MCINTYRE EDINBURG, TX 78541 (361) 381-0981 (361) 381-1839

STATE OF TEXAS  
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION  
I, AARON L. SHIELDS  
OWNER OF THE  
DOLLAR GENERAL MONTE ALTO  
ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED  
DOLLAR GENERAL MONTE ALTO SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS  
DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK  
AND EASEMENTS SHOWN HEREIN.  
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §  
232.032 AND THAT:

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

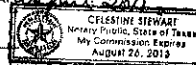
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

*Aaron L. Shields*  
BY: AARON L. SHIELDS  
RT. 1 BOX 196  
EDINBURG, TEXAS 78538

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED  
AARON L. SHIELDS,  
PROVED TO ME THROUGH THE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE  
TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO,  
BEING BY ME FIRST ORALY KNOWN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE  
AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES  
AND CONSIDERATION THEREIN EXPRESSED.

*Celestine Stewart*  
CELESTINE STEWART  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES August 26, 2013



CERTIFICATE OF PLAT APPROVAL  
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)  
WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DOLLAR GENERAL MONTE ALTO  
WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY  
COMMISSIONERS COURT ON \_\_\_\_\_

HIDALGO COUNTY JUDGE  
HIDALGO COUNTY CLERK

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND  
TRANSFERS (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND  
VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS  
HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, ASSIGN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL  
EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER  
DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S  
ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH  
AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE  
EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS  
TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE  
LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH  
EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECEIVED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION,  
MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF  
THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR  
COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT  
THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF  
THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR  
THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

(GRANTOR'S SIGNATURE)

THE STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED  
*Celestine Stewart*  
CELESTINE STEWART  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES August 26, 2013

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1st DAY OF April 20 11

*Celestine Stewart*  
CELESTINE STEWART  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 8-26-2013



ON \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
DOCUMENT NUMBER \_\_\_\_\_  
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS  
BY: \_\_\_\_\_ DEPUTY



AI-26414

14.A.

**Approval to Execute documents for Keller Real Estate Investments Inc.  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Submitted For:** Joe Pena  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Category:** Right of Way

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**Information**

**CAPTION**

Authorization for County Judge to execute Closing Document between the County of Hidalgo and Keller Real Estate Investment Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in the amount of \$159,426.10 issued to Valley Land Title Company.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011  
**FUNDS AVAILABLE Y/N?:** Y  
**BUDGETARY IMPACT:**  
Available funds as of 4/28/11.

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**ACCT. #:** 1-1342-431-00-122-053-0-719  
**MATCHING FUNDS Y/N?:**

**Attachments**

Link: HUD Settlement

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/28/2011 08:16 AM | APRV   |
| 2         | Olga Garza          | Olga Garza   | 04/28/2011 03:46 PM | APRV   |
| 3         | Auditor's Office    |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Sandra Garcia  
Started On: 04/27/2011 03:07 PM  
Final Approval Date: 04/29/2011

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|                                                                                                                                                                                                                                                                                                   |                     |                                                                                                                                       |                     |                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------------------|
| <b>B. Type of Loan</b>                                                                                                                                                                                                                                                                            |                     |                                                                                                                                       |                     |                                                 |
| 1. " FHA    2. " FmHA    3. " Conv Unins<br>4. " VA      5. " Conv Ins.    6. " Seller Finance                                                                                                                                                                                                    |                     | 6. File Number<br><b>119238</b>                                                                                                       | 7. Loan Number      | 8. Mortgage Ins Case Number                     |
| <b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs.    Amounts paid to and by the settlement agent are shown.    Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. |                     |                                                                                                                                       |                     |                                                 |
| D. Name & Address of Borrower<br><b>The County of Hidalgo<br/>2401 N. Moorefield Road<br/>Mission, TX   78572</b>                                                                                                                                                                                 |                     | E. Name & Address of Seller<br><b>Keller Real Estate Investments, Inc.</b><br><br>,                                                   |                     | F. Name & Address of Lender                     |
| G. Property Location<br><br><b>John Closner Et Al Amended, Lot 11, Block 15, Hidalgo County</b><br><br><b>, TX</b><br><b>See Addendum</b>                                                                                                                                                         |                     | H. Settlement Agent Name<br><b>Valley Land Title Co.<br/>612 W. Nolana<br/>Ste. #570<br/>McAllen, TX   78504   Tax ID: 20-4064406</b> |                     |                                                 |
|                                                                                                                                                                                                                                                                                                   |                     | Place of Settlement<br><b>Valley Land Title Co.<br/>2406 W. University Drive<br/>Edinburg, TX   78539</b>                             |                     | I. Settlement Date<br><b>3/14/2011</b><br>Fund: |
| <b>J. Summary of Borrower's Transaction</b>                                                                                                                                                                                                                                                       |                     | <b>K. Summary of Seller's Transaction</b>                                                                                             |                     |                                                 |
| <b>100. Gross Amount Due from Borrower</b>                                                                                                                                                                                                                                                        |                     | <b>400. Gross Amount Due to Seller</b>                                                                                                |                     |                                                 |
| 101. Contract Sales Price                                                                                                                                                                                                                                                                         | <b>\$160,000.00</b> | 401. Contract Sales Price                                                                                                             | <b>\$160,000.00</b> |                                                 |
| 102. Personal Property                                                                                                                                                                                                                                                                            |                     | 402. Personal Property                                                                                                                |                     |                                                 |
| 103. Settlement Charges to borrower                                                                                                                                                                                                                                                               | <b>\$324.00</b>     | 403.                                                                                                                                  |                     |                                                 |
| 104.                                                                                                                                                                                                                                                                                              |                     | 404.                                                                                                                                  |                     |                                                 |
| 105.                                                                                                                                                                                                                                                                                              |                     | 405.                                                                                                                                  |                     |                                                 |
| <b>Adjustments for items paid by seller in advance</b>                                                                                                                                                                                                                                            |                     | <b>Adjustments for items paid by seller in advance</b>                                                                                |                     |                                                 |
| 106. City property taxes                                                                                                                                                                                                                                                                          |                     | 406. City property taxes                                                                                                              |                     |                                                 |
| 107. County property taxes                                                                                                                                                                                                                                                                        |                     | 407. County property taxes                                                                                                            |                     |                                                 |
| 108. Annual assessments                                                                                                                                                                                                                                                                           |                     | 408. Annual assessments                                                                                                               |                     |                                                 |
| 109. School property taxes                                                                                                                                                                                                                                                                        |                     | 409. School property taxes                                                                                                            |                     |                                                 |
| 110. Water District Taxes      03/15/11 thru 12/31/11                                                                                                                                                                                                                                             | <b>\$237.92</b>     | 410. Water District Taxes      03/15/11 thru 12/31/11                                                                                 | <b>\$237.92</b>     |                                                 |
| 111. HOA Dues                                                                                                                                                                                                                                                                                     |                     | 411. HOA Dues                                                                                                                         |                     |                                                 |
| 112.                                                                                                                                                                                                                                                                                              |                     | 412.                                                                                                                                  |                     |                                                 |
| 113.                                                                                                                                                                                                                                                                                              |                     | 413.                                                                                                                                  |                     |                                                 |
| 114.                                                                                                                                                                                                                                                                                              |                     | 414.                                                                                                                                  |                     |                                                 |
| 115.                                                                                                                                                                                                                                                                                              |                     | 415.                                                                                                                                  |                     |                                                 |
| 116.                                                                                                                                                                                                                                                                                              |                     | 416.                                                                                                                                  |                     |                                                 |
| <b>120. Gross Amount Due From Borrower</b>                                                                                                                                                                                                                                                        | <b>\$160,561.92</b> | <b>420. Gross Amount Due to Seller</b>                                                                                                | <b>\$160,237.92</b> |                                                 |
| <b>200. Amounts Paid By Or in Behalf Of Borrower</b>                                                                                                                                                                                                                                              |                     | <b>500. Reductions in Amount Due to Seller</b>                                                                                        |                     |                                                 |
| 201. Deposit or earnest money                                                                                                                                                                                                                                                                     | <b>\$1,000.00</b>   | 501. Excess Deposit                                                                                                                   |                     |                                                 |
| 202. Principal amount of new loan(s)                                                                                                                                                                                                                                                              |                     | 502. Settlement Charges to Seller (line 1400)                                                                                         | <b>\$11,349.19</b>  |                                                 |
| 203. Existing loan(s) taken subject to                                                                                                                                                                                                                                                            |                     | 503. Existing Loan(s) Taken Subject to                                                                                                |                     |                                                 |
| 204. Loan Amount 2nd Lien                                                                                                                                                                                                                                                                         |                     | 504. Payoff to M.G. & B.B. Smith Partners, Lt                                                                                         | <b>\$51,334.80</b>  |                                                 |
| 205.                                                                                                                                                                                                                                                                                              |                     | 505. Payoff of second mortgage loan                                                                                                   |                     |                                                 |
| 206.                                                                                                                                                                                                                                                                                              |                     | 506.                                                                                                                                  |                     |                                                 |
| 207. Option Fee                                                                                                                                                                                                                                                                                   | <b>\$100.00</b>     | 507. Option Fee                                                                                                                       | <b>\$100.00</b>     |                                                 |
| 208.                                                                                                                                                                                                                                                                                              |                     | 508.                                                                                                                                  |                     |                                                 |
| 209.                                                                                                                                                                                                                                                                                              |                     | 509.                                                                                                                                  |                     |                                                 |
| <b>Adjustments for items unpaid by seller</b>                                                                                                                                                                                                                                                     |                     | <b>Adjustments for items unpaid by seller</b>                                                                                         |                     |                                                 |
| 210. City property taxes                                                                                                                                                                                                                                                                          |                     | 510. City property taxes                                                                                                              |                     |                                                 |
| 211. County property taxes      01/01/11 thru 03/14/11                                                                                                                                                                                                                                            | <b>\$14.14</b>      | 511. County property taxes      01/01/11 thru 03/14/11                                                                                | <b>\$14.14</b>      |                                                 |
| 212. Annual assessments                                                                                                                                                                                                                                                                           |                     | 512. Annual assessments                                                                                                               |                     |                                                 |
| 213. School property taxes      01/01/11 thru 03/14/11                                                                                                                                                                                                                                            | <b>\$21.68</b>      | 513. School property taxes      01/01/11 thru 03/14/11                                                                                | <b>\$21.68</b>      |                                                 |
| 214. Water District Taxes                                                                                                                                                                                                                                                                         |                     | 514. Water District Taxes                                                                                                             |                     |                                                 |
| 215. HOA Dues                                                                                                                                                                                                                                                                                     |                     | 515. HOA Dues                                                                                                                         |                     |                                                 |
| 216.                                                                                                                                                                                                                                                                                              |                     | 516.                                                                                                                                  |                     |                                                 |
| 217.                                                                                                                                                                                                                                                                                              |                     | 517.                                                                                                                                  |                     |                                                 |
| 218.                                                                                                                                                                                                                                                                                              |                     | 518.                                                                                                                                  |                     |                                                 |
| 219.                                                                                                                                                                                                                                                                                              |                     | 519.                                                                                                                                  |                     |                                                 |
| <b>220. Total Paid By/For Borrower</b>                                                                                                                                                                                                                                                            | <b>\$1,135.82</b>   | <b>520. Total Reduction Amount Due Seller</b>                                                                                         | <b>\$62,819.81</b>  |                                                 |
| <b>300. Cash At Settlement From/To Borrower</b>                                                                                                                                                                                                                                                   |                     | <b>600. Cash At Settlement To/From Seller</b>                                                                                         |                     |                                                 |
| 301. Gross Amount due from borrower (line 120)                                                                                                                                                                                                                                                    | <b>\$160,561.92</b> | 601. Gross Amount due to seller (line 420)                                                                                            | <b>\$160,237.92</b> |                                                 |
| 302. Less amounts paid by/for borrower (line 220)                                                                                                                                                                                                                                                 | <b>\$1,135.82</b>   | 602. Less reductions in amt. due seller (line 520)                                                                                    | <b>\$62,819.81</b>  |                                                 |
| <b>303. Cash From Borrower</b>                                                                                                                                                                                                                                                                    | <b>\$159,426.10</b> | <b>603. Cash To Seller</b>                                                                                                            | <b>\$97,418.11</b>  |                                                 |

| L. Settlement Charges                                                                          |    |                                      |                   |  | Paid From<br>Borrower's<br>Funds at<br>Settlement | Paid From<br>Seller's<br>Funds at<br>Settlement |
|------------------------------------------------------------------------------------------------|----|--------------------------------------|-------------------|--|---------------------------------------------------|-------------------------------------------------|
| 700. Total Sales/Broker's Commission based on price                                            |    | \$160,000.00                         | @6 % = \$9,600.00 |  |                                                   |                                                 |
| Division of Commission (line 700) as follows:                                                  |    |                                      |                   |  |                                                   |                                                 |
| 701. \$9,600.00                                                                                | to | Keller Real Estate Investments, Inc. |                   |  |                                                   |                                                 |
| 702.                                                                                           | to |                                      |                   |  |                                                   |                                                 |
| 703. Commission Paid at Settlement                                                             |    |                                      |                   |  | \$0.00                                            | \$9,600.00                                      |
| 704. The following persons, firms or                                                           |    |                                      |                   |  |                                                   |                                                 |
| 705. corporation s received a portion                                                          |    |                                      |                   |  |                                                   |                                                 |
| 706. of the real estate commission amount                                                      |    |                                      |                   |  |                                                   |                                                 |
| 707. shown above:                                                                              |    |                                      |                   |  |                                                   |                                                 |
| 800. Items Payable in Connection with Loan                                                     |    |                                      |                   |  |                                                   |                                                 |
| 801. Loan Origination Fee % to                                                                 |    |                                      |                   |  |                                                   |                                                 |
| 802. Loan Discount % to                                                                        |    |                                      |                   |  |                                                   |                                                 |
| 803. Appraisal Fee to                                                                          |    |                                      |                   |  |                                                   |                                                 |
| 804. Credit Report to                                                                          |    |                                      |                   |  |                                                   |                                                 |
| 805. Lender's Inspection Fee to                                                                |    |                                      |                   |  |                                                   |                                                 |
| 806. Mortgage Insurance Application to                                                         |    |                                      |                   |  |                                                   |                                                 |
| 807. Assumption Fee to                                                                         |    |                                      |                   |  |                                                   |                                                 |
| 900. Items Required by Lender To Be Paid in Advance                                            |    |                                      |                   |  |                                                   |                                                 |
| 901. Interest from 3/14/2011 to 4/1/2011 @ \$0/day                                             |    |                                      |                   |  |                                                   |                                                 |
| 902. Mortgage Insurance Premium for months to                                                  |    |                                      |                   |  |                                                   |                                                 |
| 903. Hazard Insurance Premium for years to                                                     |    |                                      |                   |  |                                                   |                                                 |
| 1000. Reserves Deposited With Lender                                                           |    |                                      |                   |  |                                                   |                                                 |
| 1001. Hazard insurance months @ per month                                                      |    |                                      |                   |  |                                                   |                                                 |
| 1002. Mortgage insurance months @ per month                                                    |    |                                      |                   |  |                                                   |                                                 |
| 1003. City property taxes months @ per month                                                   |    |                                      |                   |  |                                                   |                                                 |
| 1004. County property taxes months @ \$5.89 per month                                          |    |                                      |                   |  |                                                   |                                                 |
| 1005. Annual assessments months @ per month                                                    |    |                                      |                   |  |                                                   |                                                 |
| 1006. School property taxes months @ \$9.04 per month                                          |    |                                      |                   |  |                                                   |                                                 |
| 1007. Water District taxes months @ \$24.78 per month                                          |    |                                      |                   |  |                                                   |                                                 |
| 1008. HOA Dues months @ per month                                                              |    |                                      |                   |  |                                                   |                                                 |
| 1011. Aggregate Adjustment                                                                     |    |                                      |                   |  |                                                   |                                                 |
| 1100. Title Charges                                                                            |    |                                      |                   |  |                                                   |                                                 |
| 1101. Settlement or closing fee to                                                             |    |                                      |                   |  |                                                   |                                                 |
| 1102. Abstract or title search to                                                              |    |                                      |                   |  |                                                   |                                                 |
| 1103. Title examination to                                                                     |    |                                      |                   |  |                                                   |                                                 |
| 1104. Title insurance binder to                                                                |    |                                      |                   |  |                                                   |                                                 |
| 1105. Document preparation to L. G. "Jerry" Canales                                            |    |                                      |                   |  |                                                   | \$200.00                                        |
| 1106. Notary fees to                                                                           |    |                                      |                   |  |                                                   |                                                 |
| 1107. Attorney's fees to                                                                       |    |                                      |                   |  |                                                   |                                                 |
| (includes above items numbers: )                                                               |    |                                      |                   |  |                                                   |                                                 |
| 1108. Title insurance to Valley Land Title Co.                                                 |    |                                      |                   |  |                                                   | \$1,163.00                                      |
| (includes above items numbers: )                                                               |    |                                      |                   |  |                                                   |                                                 |
| 1109. Lender's coverage \$0.00/\$0.00 .                                                        |    |                                      |                   |  |                                                   |                                                 |
| 1110. Owner's coverage \$160,000.00/\$1,163.00                                                 |    |                                      |                   |  |                                                   |                                                 |
| 1111. Escrow fee to Valley Land Title Co.                                                      |    |                                      |                   |  | \$300.00                                          | \$300.00                                        |
| 1112. State of Texas policy guaranty fee. to Valley Land Title Co.-Guaranty Fee Escrow Account |    |                                      |                   |  |                                                   | \$5.00                                          |
| 1113. Tax Service Fee to Hidalgo County Property Tax Service                                   |    |                                      |                   |  |                                                   | \$81.19                                         |
| 1200. Government Recording and Transfer Charges                                                |    |                                      |                   |  |                                                   |                                                 |
| 1201. Recording Fees Deed \$24.00 ; Mortgage ; Rel to Valley Land Title Co.                    |    |                                      |                   |  | \$24.00                                           |                                                 |
| 1202. City/county tax/stamps Deed ; Mortgage to                                                |    |                                      |                   |  |                                                   |                                                 |
| 1203. State tax/stamps Deed ; Mortgage to                                                      |    |                                      |                   |  |                                                   |                                                 |
| 1204. to                                                                                       |    |                                      |                   |  |                                                   |                                                 |
| 1300. Additional Settlement Charges                                                            |    |                                      |                   |  |                                                   |                                                 |
| 1301. Survey to                                                                                |    |                                      |                   |  |                                                   |                                                 |
| 1302. Pest Inspection to                                                                       |    |                                      |                   |  |                                                   |                                                 |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)              |    |                                      |                   |  | \$324.00                                          | \$11,349.19                                     |
| Previous Editions are Obsolete                                                                 |    |                                      |                   |  | form HUD-1 (3/86)<br>Handbook 4305.2              |                                                 |

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTITUTE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

\*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.  
The County of HidalgoKeller Real Estate Investments, Inc.

By Jose N. Pena

By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

| Addendum to HUD Settlement Statement                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------|
| <div>Section G – Additional Tracts of Land</div> <div>John Closner Et Al Amended, Lot 12, Block 15, Hidalgo County</div> <div>,TX</div> |

AI-26427

14.B.

**Approval of Payment - South Fork Drain Project  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Submitted For:** Joe Pena  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Category:** Right of Way

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**Information**

**CAPTION**

Consideration and approval to purchase a certain tract of land described as Parcel #2 South Fork Drain Project.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011  
**FUNDS AVAILABLE Y/N?:** y  
**BUDGETARY IMPACT:**  
Available funds as of 4/28/11.

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**Attachments**

Link: [Attachment](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By   | Date                | Status |
|-----------|---------------------|---------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora  | 04/28/2011 08:23 AM | APRV   |
| 2         | Olga Garza          | Olga Garza    | 04/28/2011 10:12 AM | APRV   |
| 3         | Auditor's Office    | Angela Garcia | 04/29/2011 11:09 AM | APRV   |

Form Started By: Sandra Garcia  
Started On: 04/27/2011 05:00 PM  
Final Approval Date: 04/29/2011

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## HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña  
Director

### MEMO

**To:** Commissioners' Court

**From:** Bobby Villarreal  
Right of Way Agent *BV*

**Date:** June 22, 1010

**Subject:** Southfork Drain Project  
Parcel # 2

=====

|                   |                   |
|-------------------|-------------------|
| Appraised Value   | \$ 17,745.00      |
| Settlement Demand | \$ 21,600.00      |
| Difference        | (\$ 3,855.00) *** |

\*\*\*See attached letter

Commissioners' Court Executive Session June 2, 2010.

*[Signature]* 1/6/10  
\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved

## MONTALVO LAW

## FACSIMILE TRANSMITTAL SHEET

|               |                                               |                                     |                            |
|---------------|-----------------------------------------------|-------------------------------------|----------------------------|
| TO:           | Bobby Villarreal                              | FROM:                               | Leo Montalvo <i>Leo M.</i> |
| COMPANY:      | Righ-a-Way Department                         | DATE:                               | 6/17/2010                  |
| FAX NUMBER:   | 956/ 283-8402                                 | TOTAL NO. OF PAGES INCLUDING COVER: | 1                          |
| PHONE NUMBER: |                                               | SENDER'S REFERENCE NUMBER:          |                            |
| RE:           | Rocio Collado Llanos<br>.5460 acres. Parcel 2 | YOUR REFERENCE NUMBER:              |                            |

☐ URGENT    ☒ FOR REVIEW    ☐ PLEASE COMMENT    ☒ PLEASE REPLY    ☐ PLEASE RECYCLE

## NOTES/COMMENTS:

Our office represents Ms. Collado with reference to the above referenced acquisition. We do not concur with Mr. Leonel Garza's appraisal. The Hidalgo County Appraisal District has the property assessed at about \$65K an acre. While this may also be high, we feel the property has a value of at least \$40K an acre.

Based on \$40K an acre, our client will accept \$21,600.00 for the .54 acre tract. Feel free to call me should you have questions.

900 N. MAIN  
MCALLEN, TEXAS 78501  
PHONE NO. 956/ 631-1185  
FAX NO. 956/ 631-1187





## HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña  
Director

January 4, 2010

Virginia Collado Llanos, Virginia Llanos de Nachon,  
Maria T. Llanos de Trot, Rocio I. Llanos,  
Celia Virgen Avendano de Collado, Nadia E. Collado de Virgen  
Maria Collado de Virgen, Domingo Collado Virgen  
Col Fuentes Del Valle Via Latina #121-B  
San Pedro Garza Garcia, Nuevo Leon, Mexico 66220

**CM 860799723951**

RE: Southfork Drain Project  
Parcel: 2

To whom it may concern,

Commissioners' Court of Hidalgo County in cooperation with the Board of Directors of Hidalgo County Drainage District No. 1 have authorized me to make an offer for the property to be acquired under the above captioned parcel for drainage right of way purposes in connection with the Southfork Drain project.

Based on an Appraisal by Mr. Leonel Garza, III with Leonel Garza, Jr., & Associates LLC, a State Certified General Real Estate Appraiser, the Board of Directors of Hidalgo County Drainage District No. 1 have authorized me to make an offer of **\$17,745.00** for a taking of your property. The offer represents total compensation for land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full-appraised value.

### **BREAKDOWN**

#### **Land**

**0.5460 Acres @ \$ 32,500.00 per acre** **\$ 17,745.00**

#### **Improvements**

**None** **=\$ 0**

**Total Improvements** **\$ 0**

**Total Estimated Value** **\$ 17,745.00**

**Total Offer** **\$ 17,745.00**

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of the right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners', a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the court. The Drainage District may then deposit the amount of the award with the County Clerk of the County of Hidalgo at which time the District may take possession of the property involved. If either you or the District is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently may be tried before the County Court at Law as in other civil cases.

Respectfully,

A handwritten signature in black ink, appearing to read "Jose N. Pena", with a large, stylized initial "J" and a flourish at the end.

Jose N. Pena, Director  
Hidalgo County Right of Way Department

## REAL ESTATE APPRAISAL REPORT TEXAS DEPARTMENT OF TRANSPORTATION

|                                 |                                                                                                              |                     |                            |
|---------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------|----------------------------|
| Address of Property:            | Located along the east line of "I" Road north of US Highway 281 (Military Highway) in Hidalgo County, Texas. | District ROW CSJ:   | Pharr NA                   |
| Property Owner:                 | Virginia Collado Llanos, et al                                                                               | Parcel:             | 2                          |
| Address of Property Owner:      | Ave De Las Hayas No. 56 FR, Las Animas, Xalapa, Veracruz, Mexico 91190                                       | Federal Project No: | N/A                        |
| Occupant's Name:                | Vacant                                                                                                       | Highway:            | Southfork Drainage Project |
| Whole: <input type="checkbox"/> | Partial: <input checked="" type="checkbox"/>                                                                 | Acquisition         | County: Hidalgo            |

### Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

### Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

### Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$17,745 as of September 3, 2009, based upon my independent appraisal and the exercise of my professional judgment; on September 3, 2009, (date)(s), I personally inspected in the field the property herein appraised; I did not afford Virginia Collado Llanos, et al, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

  
 Appraiser Signature - Leonel Garza III  
 State Certified General Real Estate Appraiser - TX 1328375-General  
 Certification Number  
 September 29, 2009  
 Date

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

District Reviewing Appraiser

Date

### **Certificate of Appraisal**

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

### **Identification of Client & Intended User of Appraisal Report**

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between "I" Road and Stewart Road, from north of Military Highway 281 to north of Anaya Road, in Hidalgo County, Texas.

The intended use of the report is to assist Bobby Villarreal, Hidalgo County Right of Way and and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Bobby Villarreal is the right-of-way agent of which has a local office located at 2401 N Moorefield Road, Mission, Texas. Bobby Villarreal, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Villareal can be contacted at (956) 283-8134.

### **Scope of the Assignment**

By work order dated August 26, 2009, on behalf of Hidalgo County Precinct No. 2, Bobby Villarreal, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right-of-way.

### **Purpose of the Appraisal Report**

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

### **Property Rights Appraised**

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

### **Accessibility To Subject Property**

The owner of record of the subject property, as per the Hidalgo County Appraisal District was not sent a letter of intent to inspect the subject property. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

### **Analysis of Subject As A Whole**

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the frontage of "I" Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

### **Economic Unit Analysis**

The subject property shall be analyzed based on a 10.568 acre tract of land. Any existing road right-of-way or easements as indicated by the survey provided along "I" Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated May 15, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 23.52 acres to 154.88 acres. These indicated economic unit values are used for the valuation of the irregular partial acquisition, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial acquisition for the market valuation of the subject property.

### **Part To Be Acquired**

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.546 acres (23,784 square feet). The proposed acquisition has approximately 82.43' lineal feet of frontage along the east side of "I" Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along "I" Road and US Highway 281. This highest and best use is further explained on page 1.4 of this report.

|                      |              |
|----------------------|--------------|
| To Be Acquired (Net) | 0.5460 Acres |
|                      | 23,784 S.F.  |

### **Legal Description of the Part To Be Acquired**

A 1.489 acre tract of land out of Lot 6, Closner Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 56A, Map Records, Hidalgo County, Texas, and by metes and bound. (See Page 1.8)

### **Remainder Before and After Acquisition**

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed acquisition. The highest and best use of the subject property before and after the proposed acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed acquisition. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

### **Property Tax Information**

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Virginia Collado de Llanos, et al. The part to be acquired was identified as the subject whole property which contained tax identification no. J5700-71-000-0006-00. The subject property, which is a residential use tract of land, is assessed at \$1,469,650. As per HCAD property records the subject whole property does not received any exemptions. The property taxes for the subject appear to be current; however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

### **General Site Assessment Statement**

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concern exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided by R. Gutierrez Engineering Corporation. The extraordinary assumption that no adverse easements or encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

### **Utility Services Available**

The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area.

### **Identification of Personal Property**

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

### **Current Listing Status**

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

### **Estimated Marketing Time Period**

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Alamo, San Juan and Hidalgo markets. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within the Hidalgo County.

### **Exposure Time**

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

### **Statement of Highest & Best Use**

The subjects highest and best use as vacant and as if improved is indicated for future commercial developmental use. This type of use is concurrent with the recent trends located along "I" Road within Hidalgo County and nearby municipalities to the project including the City of Hidalgo City of Pharr and City of San Juan. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

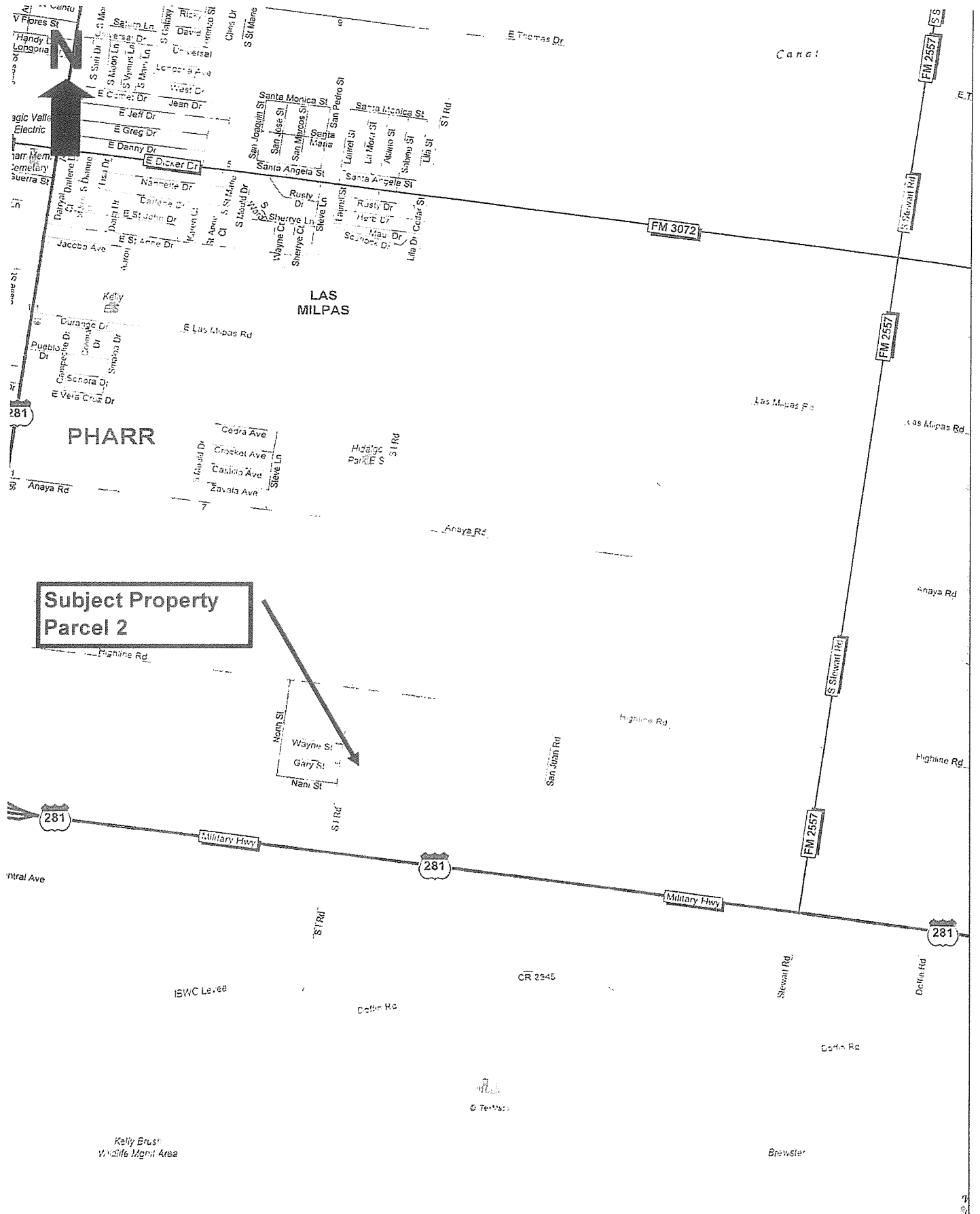
When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for future residential development based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along "I" Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use for future commercial development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of Hidalgo County. The subject property contains adequate land area and frontage along "I" Road to allow for future commercial development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain future residential development highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along "I" Road and US Highway 281 include agricultural, grazing, residential, and small retail developments. Based on the stable growth along "I" Road and nearby US Highway 281 Road, it is estimated that the subject can be financially feasible to contain future commercial development "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for future commercial development. This conclusion is correlated to the subject property as a whole and selected economic unit.

## LOCATION MAP OF SUBJECT PROPERTY



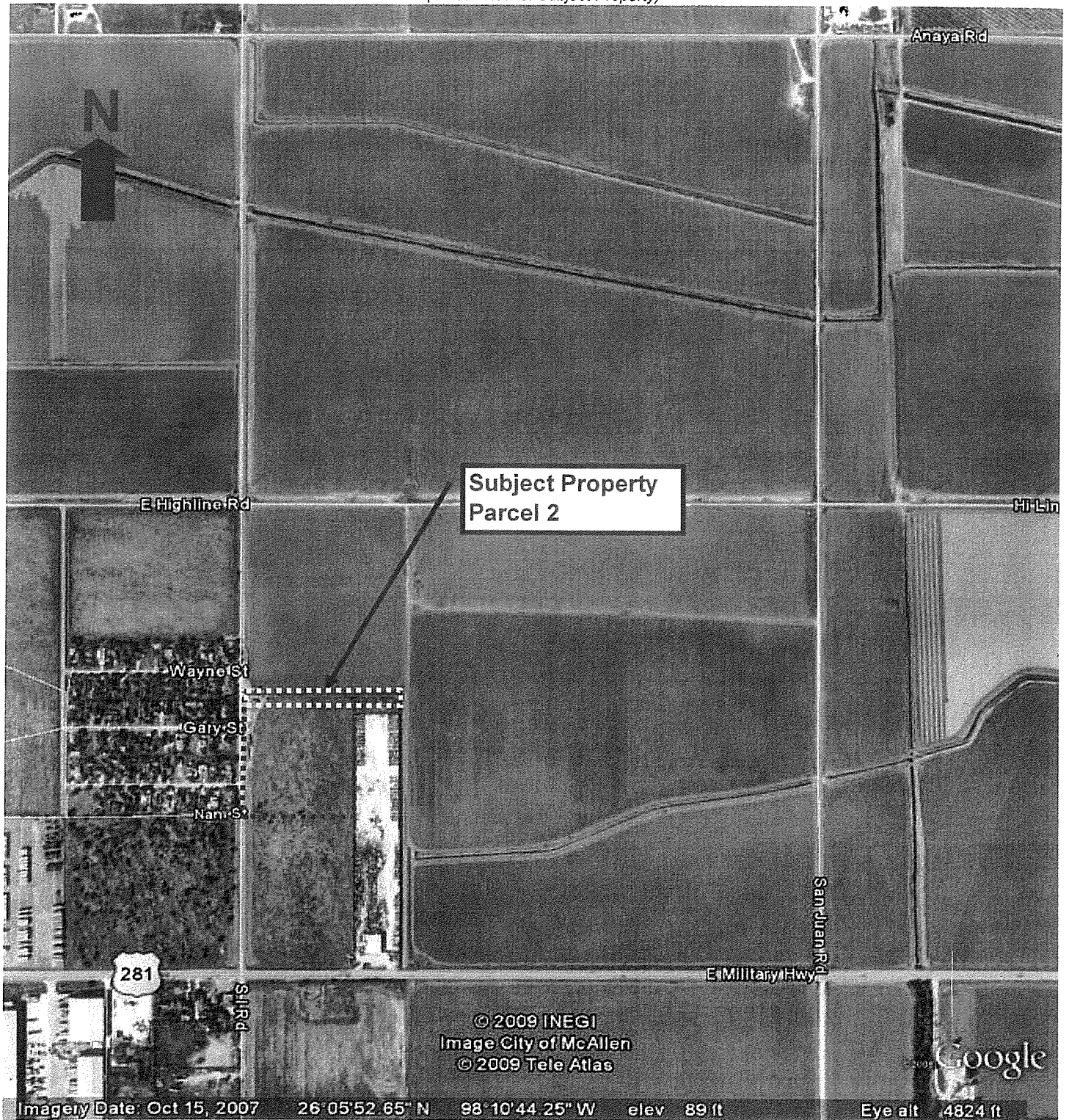


# AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



# AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.



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

EXHIBIT "A"

COUNTY: HIDALGO

DRAIN DITCH: Southfork Drainage Lateral

PROJECT LIMITS: From "I" Road to Anaya Road

Eng07.032L

May 12, 2009

Parcel 2

Page 1 of 3

FIELD NOTES FOR PARCEL – 2

Being a 1.489-acre tract of land out of Lot 6, Closner Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 56A, Map Records, Hidalgo County, Texas. Said Lot 6 is vested to Virginia Collado Llanos, Virginia Llanos de Nachon, Maria Teresa Llanos de Trot, Rocio Isabel Llanos, Celia Virgen Avendaño de Collado, Nadia Elena Collado Virgen, Maria Eugenia Collado Virgen, Domingo Collado Virgen, from Ben Holcomb, by virtue of a Special Warranty Deed, dated April 16, 1992, recorded in Volume 3247, Page 214, Official Records, Hidalgo County, Texas, by Affidavit of Hershship, from Celia Virgen de Collado, For the Estate of Eugenio T. Collado, Deceased, recorded in Document No. 628471, Official records, Hidalgo County, Texas, and by Affidavit of Heirship, from Virginia Collado de Llanos, for the Estate of Ramon Llanos Riesgo, Deceased, recorded in Document No. 628472, Official Records, Hidalgo County, Texas. Save and Except: a 1.432-acre tract previously conveyed to Hidalgo County, recorded in Document No. 1263889, Official Records, Hidalgo County, Texas, and Further Save and Except: that 8.0-acre portion of Lot 6 and 7, Closner Subdivision, Hidalgo County, Texas, conveyed to Francisco Velazquez, recorded in Document No. 1674926, Official Records, Hidalgo County, Texas. Said 1.489-acre tract of land being more particularly described by metes and bounds as follows;

**Commencing** at a 60D nail found at the Northwest corner of said Lot 6, **THENCE**, South 81 degrees 24 minutes 18 seconds East, along the North line of Lot 6, a distance of 60.00 feet to a No. 4 rebar set on the East Right of Way line of "I" Road, for the Northwest corner and **POINT OF BEGINNING** of the tract herein described;

1. **THENCE**, South 81 degrees 24 minutes 18 seconds East, along the North line of Lot 6, a distance of 765.00 feet to a No. 4 rebar set at the Northeast corner of Lot 6, for the Northeast corner of the tract herein described;
2. **THENCE**, South 08 degrees 35 minutes 42 seconds West, along the East line of Lot 6, a distance of 121.25 feet to a No. 4 rebar set at the Northeast corner of a 8.00-acre tract vested to Francisco Velazquez, recorded in Document No. 1461195, Official Records, Hidalgo County, Texas, for the Southeast corner of the tract herein described;
3. **THENCE**, North 81 degrees 24 minutes 18 seconds West, along the North line of, said 8.00-acre tract, a distance of 54.14 feet to a No. 4 rebar set on the West Proposed Right of Way line of Southfork Drainage Lateral, for the most easterly Southwest corner of the tract herein described;

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

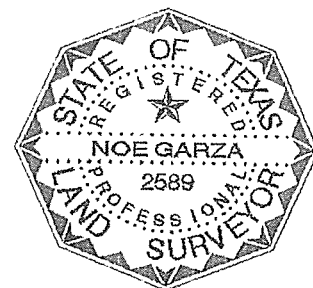
Eng07.032L

May 12, 2009

Parcel 2

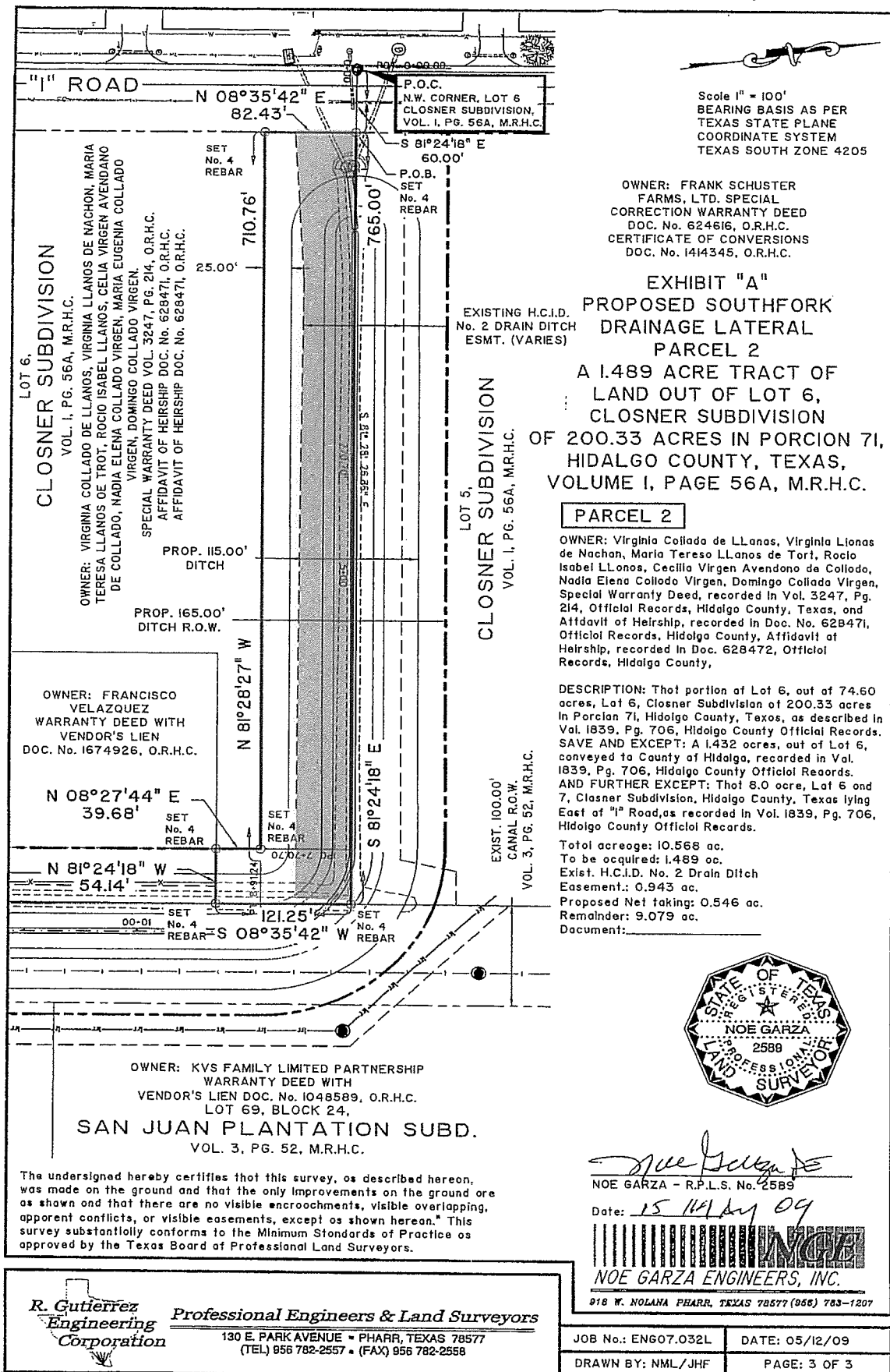
Page 2 of 3

4. **THENCE**, North 08 degrees 27 minutes 44 seconds East, along said Proposed Right of Way line, a distance of 39.68 feet to a No. 4 rebar set, for an interior corner of the tract herein described;
5. **THENCE**, North 81 degrees 28 minutes 27 seconds West, along the Proposed South Right of Way line, of Southfork Drainage Lateral, a distance of 710.76 feet to a No. 4 rebar set on the East Right of Way line of "I" Road, for the most Westerly Southwest corner of the tract herein described;
6. **THENCE**, North 08 degrees 35 minutes 42 seconds East, along said Right of Way line, a distance of 82.43 feet to the **POINT OF BEGINNING** and containing 1.489-acres, of which 0.943-acres lies in the Existing Hidalgo County Irrigation District No. 2 Ditch Easement, leaving a **Proposed Net Taking** of 0.546-acres of land, more or less.



  
\_\_\_\_\_  
NOE GARZA - R.P.L.S. No. 2589  
DATE: 15 May 09

# SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



**AI-26398****15.A.****Claim Invoices from SGS Industrial-Inv #'s 3361425 & 3364022  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Noe Montes, COMM. PCT. #1  
**Submitted For:** Joel Quintanilla  
**Department:** COMM. PCT. #1  
**Agenda Category:** Precinct #1

---

**Information****CAPTION**

Approval to make payment of invoices/claims to SGS Industrial Supplies for Invoice #3361425 in the amount of \$134.16 and Invoice #3364022 in the amount of \$12.96 for purchases that were inadvertently processed online and goods were subsequently received, with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

**BACKGROUND**

As per Noe Montez, goods were purchased online and Pct. 1 staff failed to obtain a PO for these purchases; therefore, Pct. 1 is requesting CC approval to pay invoices as claims.

Note: SGS Industrial Supplies is a current Buyboard authorized vendor.

---

**Fiscal Impact**

**FISCAL YEAR:** 2011                      **ACCT. #:** 1-1200-431-00-121-005-0-613  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 4-28-11 \$18,576.94.

---

**Attachments**

Link: [SGS Claim Invoices](#)

---

**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Erika Zamora | 04/27/2011 09:47 AM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu   | 04/28/2011 02:28 PM | APRV   |
| 3         | Auditor's Office    |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Noe Montes              Started On: 04/27/2011 08:36 AM  
Final Approval Date: 04/29/2011

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SGS INDUSTRIAL-PHARR  
5312 N. CAGE  
PHARR, TX 78577  
956-787-3700

# Invoice

|           |          |
|-----------|----------|
| INVOICE # | 3361425  |
| LOCATION  | 03       |
| DATE      | 01/17/11 |
| PAGE      | 1 OF 1   |



## BILL TO

147100  
HIDALGO COUNTY PRECINCT #1  
1902 JOE STEPHENS AVE  
SUITE 101  
WESLACO, TX 78596



## SHIP TO

HIDALGO COUNTY PRECINCT #1  
1902 JOE STEPHENS AVE  
SUITE 101  
WESLACO, TX 78596

|                                       |                        |                               |                         |
|---------------------------------------|------------------------|-------------------------------|-------------------------|
| ORDER NUMBER<br>8401030               | ORDER DATE<br>01/14/11 | CUSTOMER P/O NUMBER<br>0001   | PAYMENT TERMS<br>NET 30 |
| WRITTEN BY<br>WEB ENTRY USER          |                        | CONTACT<br>Robert Schmalzried | SHIP VIA<br>OUR TRUCK   |
| FREIGHT TERMS<br>OUTBOUND FREIGHT CHG |                        | JOB NUMBER                    | SALES REP<br>RICK PENA  |

| PRODUCT/DESCRIPTION                                                       | QUANTITY<br>OPEN | QUANTITY<br>SHIPPED | QUANTITY<br>BACKORDERED | PRICE      | U/M | EXTENSION |
|---------------------------------------------------------------------------|------------------|---------------------|-------------------------|------------|-----|-----------|
| 508L<br>MENS BROWN JERSEY GLOVE<br>W/ KNIT WRIST                          | 24               | 0                   | 24                      | 0.54       | PR  | 0.00      |
|                                                                           |                  |                     |                         | Cat Price: |     | Disc: 16  |
| 1100<br>DOUBLE PALM/THUMB WORK GLOVE<br>STRIPE FABRIC BACK, 2.5" CUFF     | 24               | 24                  | 0                       | 1.48       | PR  | 35.52     |
|                                                                           |                  |                     |                         | Cat Price: |     | Disc: 16  |
| V31/2-XL<br>1XL LIME HIGHWAY SAFETY VEST<br>W/ 2" SILVER STRIPES & ZIPPER | 12               | 12                  | 0                       | 8.22       | EA  | 98.64     |
|                                                                           |                  |                     |                         | Cat Price: |     | Disc: 16  |

| MERCHANDISE<br>TOTAL | HANDLING | MISC CHARGE | FREIGHT | TAX  | DEPOSIT<br>AMOUNT | DEPOSIT<br>APPLIED | INVOICE TOTAL |
|----------------------|----------|-------------|---------|------|-------------------|--------------------|---------------|
| 134.16               | 0.00     | 0.00        | 0.00    | 0.00 | 0.00              | 0.00               | 134.16        |

LINCOLN WELDING MACHINES  
CRAFTSMAN HAND TOOLS  
BOSCH POWER TOOLS



SGS INDUSTRIAL-PHARR  
5312 N. CAGE  
PHARR, TX 78577  
956-787-3700

# Invoice

|           |          |
|-----------|----------|
| INVOICE # | 3364022  |
| LOCATION  | 03       |
| DATE      | 02/14/11 |
| PAGE      | 1 OF 1   |



## BILL TO

147100  
HIDALGO COUNTY PRECINCT #1  
1902 JOE STEPHENS AVE  
SUITE 101  
WESLACO, TX 78596

## SHIP TO

HIDALGO COUNTY PRECINCT #1  
1902 JOE STEPHENS AVE  
SUITE 101  
WESLACO, TX 78596

|                                       |                               |                             |                         |
|---------------------------------------|-------------------------------|-----------------------------|-------------------------|
| ORDER NUMBER<br>8401030               | ORDER DATE<br>01/14/11        | CUSTOMER P/O NUMBER<br>0001 | PAYMENT TERMS<br>NET 30 |
| WRITTEN BY<br>WEB ENTRY USER          | CONTACT<br>Robert Schmalzried | SHIP VIA<br>OUR TRUCK       |                         |
| FREIGHT TERMS<br>OUTBOUND FREIGHT CHG | JOB NUMBER                    | SALES REP<br>RICK PENA      |                         |

| PRODUCT/DESCRIPTION                              | QUANTITY<br>OPEN | QUANTITY<br>SHIPPED | QUANTITY<br>BACKORDERED | PRICE      | U/M  | EXTENSION |
|--------------------------------------------------|------------------|---------------------|-------------------------|------------|------|-----------|
| 508L<br>MENS BROWN JERSEY GLOVE<br>W/ KNIT WRIST | 24               | 24                  | 0                       | 0.54       | PR   | 12.96     |
|                                                  |                  |                     |                         | Cat Price: | 0.64 | Disc: 16  |

| MERCHANDISE<br>TOTAL | HANDLING | MISC CHARGE | FREIGHT | TAX  | DEPOSIT<br>AMOUNT | DEPOSIT<br>APPLIED | INVOICE TOTAL |
|----------------------|----------|-------------|---------|------|-------------------|--------------------|---------------|
| 12.96                | 0.00     | 0.00        | 0.00    | 0.00 | 0.00              | 0.00               | 12.96         |

LINCOLN WELDING MACHINES  
CRAFTSMAN HAND TOOLS  
BOSCH POWER TOOLS



AI-26319

16.A.

**Roadway Affidavits - Lakeview Subdivision  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Submitted For:** Commissioner Joseph Palacios  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Category:** Precinct #4

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**Information**

**CAPTION**

Authorization for consideration, action and/or approval to accept Lakeview Subdivision as per affidavits executed by property owners to be included in the County Wide Roadway System. (PCT 4)

**BACKGROUND**

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**Fiscal Impact**

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

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**Attachments**

Link: [Attachment](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora | 04/27/2011 03:14 PM | APRV   |
| 2         | Manuel Chapa          | Manuel Chapa | 04/28/2011 10:37 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong   | 04/29/2011 10:51 AM | APRV   |
| 4         | Purchasing Department |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Sandra Garcia  
Started On: 04/19/2011 09:19 AM  
Final Approval Date: 04/29/2011

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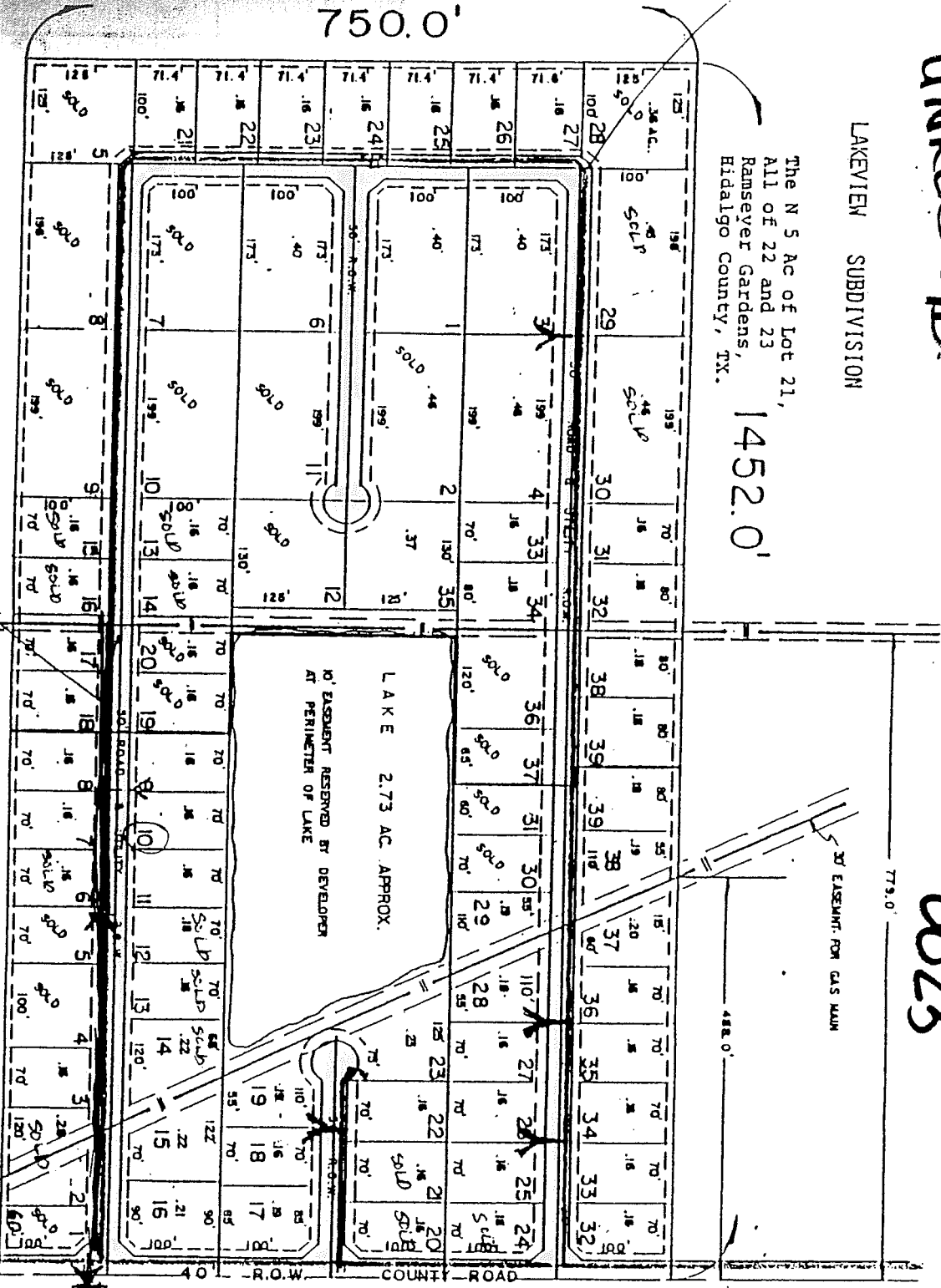
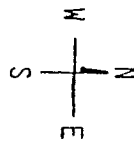
UNREC SPD.

R0800-01-000-0021  
0022  
0023

LAKEVIEW SUBDIVISION

The N 5 Ac of Lot 21,  
All of 22 and 23  
Ramseyer Gardens,  
Hidalgo County, TX.

1452.0'



B

A

# AFFIDAVIT

STATE OF TEXAS           )  
                                          )  
COUNTY OF HIDALGO    )

**BEFORE ME**, the undersigned authority, on this day personally appeared Armandina A. Alvarez, who being before me here and now duly swears upon oath and says;

I, Armandina A. Alvarez, RESIDING AT RR 7 Box 1330, Edinburg, Texas 78541-9210, Hidalgo County,

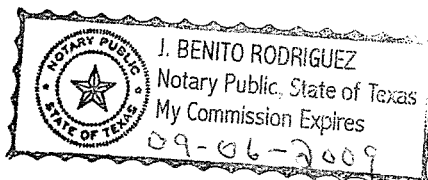
I, being a property owner of Lot 6 out of Lakeview an un-recorded subdivision out of the N 5 acres of lot 21, all of 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 16 years.

I, certify that said un-named streets has been maintained on and off on an as needed basis by the Hidalgo County Pct# 4 since 1992,

Furthermore, I am in agreement in dedicating the existing roads to the County of Hidalgo

Armandina Alvarez  
Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Armandina A. Alvarez on this 5 day of October 2007.



[Signature]  
Notary Public, State of Texas

# AFFIDAVIT

STATE OF TEXAS           )  
                                          )  
COUNTY OF HIDALGO    )

**BEFORE ME**, the undersigned authority, on this day personally appeared Marco A. Retiz and Zulema Retiz, who being before me here and now duly swears upon oath and says;

We, Marco A. Retiz and Zulema Retiz, RESIDING AT RR 7 Box 1300, Edinburg, Texas 78541- 9210, Hidalgo County,

We, being a property owner of Lot 5 out of Lakeview an un-recorded subdivision out of the N 5 acres of lot 21, all of 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 11 years.

I, certify that said un-named streets has been maintained on and off on an as needed basis by the Hidalgo County Pct# 4 since 2000,

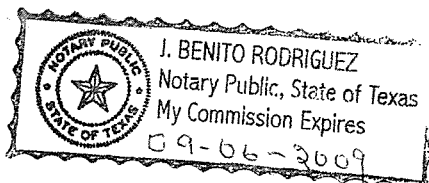
Furthermore, I am in agreement in dedicating the existing roads to the County of Hidalgo

Marco A. Retiz  
Property Owner

[Signature]  
Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Marco A Retiz and Zulema Retiz this 5 day of October 2007.

[Signature]  
Notary Public, State of Texas



# AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Esperanza, Color, who being before me here and now duly swears upon oath and says:

We/I, are RESIDING  
at Rt 7 Box 1270, Edinburg Texas,  
78541

I/We, being a property owner Lot 26, out of Lakeview an un-recorded subdivision out of the N. 5 acres of lot 21, all of lots 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 8 years.

I/ We, certify that said streets has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 4 since 2003.

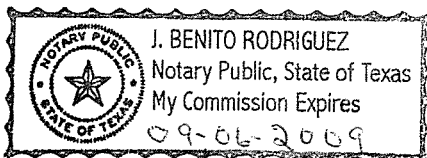
Furthermore, We/ I am in agreement in dedication the existing road to the County of Hidalgo.

Ma Esperanza Color  
Property owner

\_\_\_\_\_  
Property owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Esperanza Color  
this 10 day of September 2008.

[Signature]  
Notary Public, State of Texas



# AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME**, the undersigned authority, on this day personally appeared Jose C. Guerra, who being before me here and now duly swears upon oath and says:

We/I, are RESIDING  
at RR 7 Box 1320, Edinburg Texas,  
78541

I/We, being a property owner Lot 9 & 18 out of Lakeview an un-recorded subdivision out of the N. 5 acres of lot 21, all of lots 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 10 years.

I/ We, certify that said streets has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 4 since 2003.

Furthermore, We/ I am in agreement in dedication the existing road to the County of Hidalgo.

Jose C. Guerra

Property owner

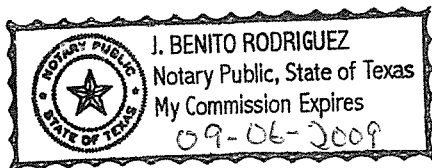
Librada Guerra

Property owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Jose C. Guerra  
this 4 day of September 2008.

[Signature]

Notary Public, State of Texas



# AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Jose A. Gutierrez, who being before me here and now duly swears upon oath and says:

We/I, are RESIDING  
at RR 1 Box 1325, Edinburg Texas,

I/We, being a property owner Lot 22, out of Lakeview an un-recorded subdivision out of the N. 5 acres of lot 21, all of lots 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 15 years.

I/ We, certify that said streets has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 4 since 2003.

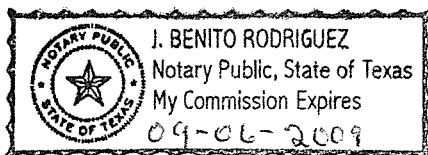
Furthermore, We/ I am in agreement in dedication the existing road to the County of Hidalgo.

Jose A Gutierrez  
Property owner

\_\_\_\_\_  
Property owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Jose A. Gutierrez  
this 4 day of September 2008.

[Signature]  
Notary Public, State of Texas



# AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME**, the undersigned authority, on this day personally appeared Pete Lopez, who being before me here and now duly swears upon oath and says:

We/I, are RESIDING  
at Rt 7 Box 1290, Edinburg Texas,

I/We, being a property owner Lot 30, out of Lakeview an un-recorded subdivision out of the N. 5 acres of lot 21, all of lots 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 24 years.

I/ We, certify that said streets has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 4 since 2003.

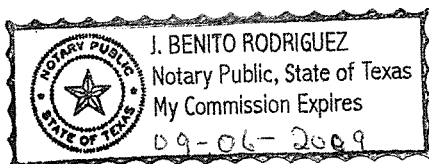
Furthermore, We/ I am in agreement in dedication the existing road to the County of Hidalgo.

Pete Lopez  
Property owner

\_\_\_\_\_  
Property owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Pete Lopez  
this 4 day of September 2008.

[Signature]  
Notary Public, State of Texas





# AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE** ME, the undersigned authority, on this day personally appeared Federico Gonzalez, who being before me here and now duly swears upon oath and says:

We/I, are RESIDING  
at A+7 Box 1275, Edinburg Texas,

I/We, being a property owner Lot 4, out of Lakeview an un-recorded subdivision out of the N. 5 acres of lot 21, all of lots 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 27 years.

I/ We, certify that said streets has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 4 since 2003.

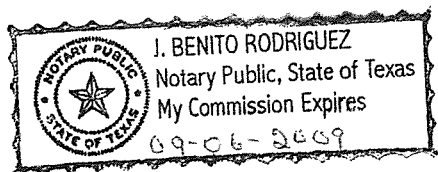
Furthermore, We/ I am in agreement in dedication the existing road to the County of Hidalgo.

Federico Gonzalez  
Property owner

\_\_\_\_\_  
Property owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Federico Gonzalez  
this 9 day of September 2008.

[Signature]  
Notary Public, State of Texas



# AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

**BEFORE ME**, the undersigned authority, on this day personally appeared Francis Strickler, who being before me here and now duly swears upon oath and says:

We/I, are RESIDING  
at Box 1265, Edinburg Texas,

I/We, being a property owner Lot 29, out of Lakeview an un-recorded subdivision out of the N. 5 acres of lot 21, all of lots 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 17 years.

I/ We, certify that said streets has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 4 since 2003.

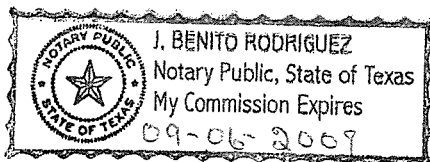
Furthermore, We/ I am in agreement in dedication the existing road to the County of Hidalgo.

Francis Strickler  
Property owner

\_\_\_\_\_  
Property owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Francis Strickler  
this 9 day of September 2008.

[Signature]  
Notary Public, State of Texas



# AFFIDAVIT

STATE OF TEXAS            )  
                                          )  
COUNTY OF HIDALGO    )

**BEFORE ME**, the undersigned authority, on this day personally appeared Armando Morua and Rosa Morua, who being before me here and now duly swears upon oath and says;

We, Armando Morua and Rosa Morua, RESIDING AT RR 7 Box 1316, Edinburg, Texas 78541- 9210, Hidalgo County,

We, being a property owners of Lot 1 out of lakeview an un-recorded subdivision out of the N 5 acres of lot 21, all of 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that I have resided at this location for the last 17 years.

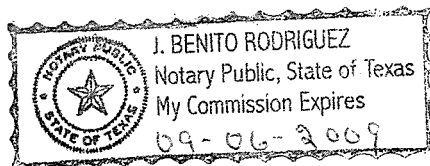
We, certify that said un-named streets has been maintained on and off on an as needed basis by the Hidalgo County Pct# 4 since 1992

Furthermore, We am in agreement in dedicating the existing roads to the County of Hidalgo

Armando Morua  
Property Owner

Rosa E Morua  
Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Armando Morua and Rosa Morua this 5 day of October 2007.



[Signature]  
Notary Public, State of Texas

# AFFIDAVIT

STATE OF TEXAS           )  
                                          )  
COUNTY OF HIDALGO    )

**BEFORE ME**, the undersigned authority, on this day personally appeared Ricardo Puente and Elizabeth Puente, who being before me here and now duly swears upon oath and says;

We, Ricardo Puente and Elizabeth Puente, RESIDING AT RR 7 Box 1295, Edinburg, Texas 78541- 9210, Hidalgo County,

We, being property owners out of Lot 4 out of Lakeview an un-recorded subdivision out of the N 5 acres of lot21, all of 22 and 23 Ramseyer Gardens #1 located in Edinburg, Texas, further certify that we have resided at this location for the last 25 years.

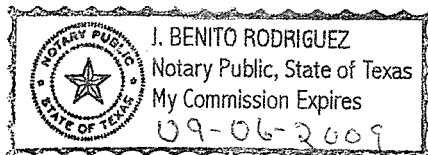
We, certify that said un-named streets has been maintained on and off on an as needed basis by the Hidalgo County Pct# 4 since 1992 ,

Furthermore, We am in agreement in dedicating the existing roads to the County of Hidalgo

Ricardo Puente  
Property Owner

Elizabeth Puente  
Property Owner

**SUBSCRIBED AND SWORN TO BEFORE ME**, by the said Ricardo Puente and Elizabeth Puente this 5 day of October 2007.



[Signature]  
Notary Public, State of Texas

AI-26401

17.A.

**Interfund Transfer - Hurricane Alex**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Perla Lopez, BUDGET & MANAGEMENT  
**Submitted For:** Sergio Cruz  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Designated Purpose Level 0 (1280):  
Approval of 2011 interfund transfer from General Fund unreserved fund balance (1100) to Hurricane Alex (1280) in the total amount of \$639,196.45 (75% of FEMA Reimbursement) as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Alex.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011      **ACCT. #:** 1-1XX0-XXX-0X-XXX-XXX-X-XXX  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding in the total amount of \$639,196.45 to be transferred from General Fund (1100) fund balance. Funding available for transfer as of 4/28/11.

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**Attachments**

Link: [Interfund](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Perla Lopez         | Perla Lopez    | 04/28/2011 11:27 AM             | APRV   |
| 2                               | Dale Kennan         | Dale Kennan    | 04/28/2011 03:40 PM             | APRV   |
| 3                               | Budget & Management | Erika Zamora   | 04/28/2011 03:51 PM             | APRV   |
| 4                               | Roland Garcia       | Rolando Garcia | 04/28/2011 04:45 PM             | APRV   |
| 5                               | Auditor's Office    |                | 04/29/2011 11:09 AM             | PEND   |
| Form Started By: Perla Lopez    |                     |                | Started On: 04/27/2011 10:03 AM |        |
| Final Approval Date: 04/29/2011 |                     |                |                                 |        |

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DATE: May 3, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011

Transfer

DEPARTMENT NAME: Department of Budget & Management for  
Desig Purp Lvl 0 (1280)



ACCOUNT NUMBER: From: 1100 Fund Balance  
To: 1-1280-4XX-00-12X-9XX-1-XXX

AI - 26401

CONTACT PERSON: Perla Lopez PHONE: 292-7025 ext. 5419

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<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME                                               | AMOUNT     |
|-------------------------------------|------------------------------------------------------------------------|------------|
| FROM                                |                                                                        |            |
| 1-1100-491-01-000-280-0- 891        | Transfers Out - Desig Purp Lvl 0                                       | 639,196.45 |
| TO                                  |                                                                        |            |
| 1-1280-391-01-000-100-0- 000        | Transfers In - General Fund                                            | 639,196.45 |
| 1-1280-431-00-121-946-1- 673        | Pct1-43-0630-Santa Maria Rd - R&B R&M Supplies                         | 1,156.35   |
| 1-1280-431-00-121-947-1- 673        | Pct1-43-0631-Villa Drive - R&B R&M Supplies                            | 18,968.12  |
| 1-1280-431-00-121-948-1- 673        | Pct1-43-0634-Mile 1 W(1) - R&B R&M Supplies                            | 16,901.53  |
| 1-1280-431-00-121-949-1- 673        | Pct1-43-0636-San Rafael - R&B R&M Supplies                             | 29,424.24  |
| 1-1280-431-00-121-973-1- 673        | Pct1-43-0637-Mile 4 W(2) - R&B R&M Supplies                            | 7,135.78   |
| 1-1280-431-00-121-974-1- 673        | Pct1-43-0638-Mile 15 N & 4 W - R&B R&M Supplies                        | 2,010.77   |
| 1-1280-431-00-121-975-1- 673        | Pct1-43-0639-Mile 13 N - R&B R&M Supplies                              | 10,233.41  |
| 1-1280-431-00-121-976-1- 673        | Pct1-43-0640-Mile 4 W(1) - R&B R&M Supplies                            | 19,159.85  |
| 1-1280-431-00-121-977-1- 673        | Pct1-43-0641-Mile 14 1/2 N(1) - R&B R&M Supplies                       | 21,221.83  |
| 1-1280-431-00-121-978-1- 673        | Pct1-43-0643-Mile 4 1/2 W - R&B R&M Supplies                           | 2,271.08   |
| 1-1280-431-00-121-979-1- 673        | Pct1-43-0644-Mile 14 1/2 N(2) - R&B R&M Supplies                       | 38,508.29  |
| 1-1280-431-00-121-980-1- 673        | Pct1-44-0647-Mile 15 N - R&B R&M Supplies                              | 2,354.50   |
| 1-1280-431-00-121-981-1- 673        | Pct1-44-0648-Mile 12 N - R&B R&M Supplies                              | 43,382.33  |
| 1-1280-431-00-121-982-1- 673        | Pct1-44-0649-Mile 1 1/2 W - R&B R&M Supplies                           | 6,175.67   |
| 1-1280-431-00-121-983-1- 673        | Pct1-44-0650-San Lucia/Wind Rd - R&B R&M Supplies                      | 14,536.88  |
| 1-1280-431-00-121-984-1- 673        | Pct1-44-0651-Mile 13 1/2 - R&B R&M Supplies                            | 15,716.16  |
| 1-1280-431-00-121-985-1- 673        | Pct1-44-0652-Zapata St - R&B R&M Supplies                              | 5,698.02   |
| 1-1280-431-00-121-986-1- 673        | Pct1-44-0653-Mile 12 1/2 N - R&B R&M Supplies                          | 52,981.28  |
| 1-1280-431-00-121-987-1- 673        | Pct1-44-0654-Mile 12 N(1) - R&B R&M Supplies                           | 17,480.78  |
| 1-1280-431-00-121-988-1- 673        | Pct1-44-0658-Mile 12 1/2 N(2) - R&B R&M Supplies                       | 2,072.22   |
| 1-1280-431-00-121-989-1- 673        | Pct1-44-0662-Mile 1 W(2) - R&B R&M Supplies                            | 14,920.39  |
| 1-1280-431-00-121-990-1- 673        | Pct1-44-0664-Mile 4 W(3) - R&B R&M Supplies                            | 3,882.36   |
| 1-1280-431-00-121-991-1- 673        | Pct1-44-0670-Old River Rd - R&B R&M Supplies                           | 14,869.07  |
| 1-1280-431-00-121-992-1- 673        | Pct1-44-0672-N Gonzalez Rd - R&B R&M Supplies                          | 8,103.88   |
| 1-1280-431-00-121-993-1- 673        | Pct1-44-0679-Earling/El Dora Rd - R&B R&M Supplies                     | 3,748.93   |
| 1-1280-431-00-121-994-1- 673        | Pct1-46-0642-Mile 19 N - R&B R&M Supplies                              | 1,402.71   |
| 1-1280-431-00-121-995-1- 673        | Pct1-46-0665-Gonzalez Rd - R&B R&M Supplies                            | 25,915.77  |
| 1-1280-431-00-121-996-1- 673        | Pct1-46-0667-Juarez St - R&B R&M Supplies                              | 3,550.55   |
| 1-1280-431-00-121-997-1- 673        | Pct1-46-0668-Mile 17 N - R&B R&M Supplies                              | 3,749.22   |
| 1-1280-431-00-121-998-1- 673        | Pct1-46-0669-Mile 5 1/2 W - R&B R&M Supplies                           | 5,906.00   |
| 1-1280-431-00-121-999-1- 673        | Pct1-46-0684-Mile 14 1/2 N(3) - R&B R&M Supplies                       | 2,432.57   |
| 1-1280-431-00-122-983-1- 673        | Pct2-43-0632-Colonia Guadalupe - R&B R&M Supplies                      | 6,335.02   |
| 1-1280-431-00-122-984-1- 673        | Pct2-43-0633-Plana Vista Sub - R&B R&M Supplies                        | 2,031.85   |
| 1-1280-431-00-122-985-1- 673        | Pct2-43-0676-El Gato Estates - R&B R&M Supplies                        | 1,530.08   |
| 1-1280-431-00-122-986-1- 673        | Pct2-44-0656-Azure St - R&B R&M Supplies                               | 2,111.39   |
| 1-1280-431-00-122-987-1- 673        | Pct2-44-0657-Road Runner Sub - R&B R&M Supplies                        | 2,375.38   |
| 1-1280-431-00-122-988-1- 673        | Pct2-46-0682-El Gato Sd - R&B R&M Supplies                             | 1,626.61   |
| 1-1280-452-00-123-986-1- 671        | Pct3-66-0918-Bldg Repairs/Content Damages - Bldg & Othr Struc R&M Supp | 15,510.00  |

|                                  |                                                                     |            |
|----------------------------------|---------------------------------------------------------------------|------------|
| 1-1280-452-00-123-985-1- 671     | Pct3-66-0916-Anzaldua Park Ticket Bldg - Bldg & Othr Struc R&M Supp | 18,384.38  |
| 1-1280-452-00-123-984-1- 671     | Pct3-66-0910-Irrigation/Plumbing Systm - Bldg & Othr Struc R&M Supp | 13,350.00  |
| 1-1280-452-00-123-987-1- 431     | Pct3-66-0911-Dock/Boat Ramp - Bldg & Othr Struc R&M Srv             | 70,628.25  |
| 1-1280-452-00-123-988-1- 671     | Pct3-66-0914-Park Equip/Contents - Bldg & Othr Struc R&M Supp       | 37,898.87  |
| 1-1280-431-00-124-981-1- 673     | Pct4-43-0629-Dillon Rd - R&B R&M Supplies                           | 4,615.85   |
| 1-1280-431-00-124-982-1- 673     | Pct4-43-0635-Rooth Rd - R&B R&M Supplies                            | 5,339.00   |
| 1-1280-431-00-124-983-1- 673     | Pct4-43-0645-Argentina St - R&B R&M Supplies                        | 1,228.37   |
| 1-1280-431-00-124-984-1- 673     | Pct4-44-0660-Hoehn Dr Sub - R&B R&M Supplies                        | 9,508.16   |
| 1-1280-431-00-124-985-1- 673     | Pct4-44-0663-Tejano St - R&B R&M Supplies                           | 1,228.37   |
| 1-1280-431-00-124-986-1- 673     | Pct4-44-0671-Seminary Rd - R&B R&M Supplies                         | 17,823.18  |
| 1-1280-431-00-124-987-1- 673     | Pct4-44-0673-Hoehn Dr - R&B R&M Supplies                            | 3,837.49   |
| 1-1280-431-00-124-988-1- 673     | Pct4-46-0666-Tower Rd - R&B R&M Supplies                            | 3,032.75   |
| 1-1280-431-00-124-989-1- 673     | Pct4-44-0661-Owassa & Tower Rd - R&B R&M Supplies                   | 4,930.91   |
| TOTAL BUDGET INCREASE (DECREASE) |                                                                     | 639,196.45 |

**REASON:** Transfer to fund Hurricane Alex damaged road and building repairs. (75% of FEMA reimbursement)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-26432

17.B.

**Rural Solid Waste Collection Project**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

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**Information**

**CAPTION**

Presentation and discussion of Hidalgo County Rural Solid Waste Collection Project.

**BACKGROUND**

Presentation and Discussion only.

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**Fiscal Impact**

|                                                      |                                    |
|------------------------------------------------------|------------------------------------|
| <b><u>FISCAL YEAR:</u></b>                           | <b><u>ACCT. #:</u></b>             |
| <b><u>FUNDS AVAILABLE Y/N?:</u></b>                  | <b><u>MATCHING FUNDS Y/N?:</u></b> |
| <b><u>BUDGETARY IMPACT:</u></b><br>No fiscal impact. |                                    |

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                    | Approved By  | Date                            | Status |
|---------------------------------|--------------------------|--------------|---------------------------------|--------|
| 1                               | Sergio Cruz (Originator) | Sergio Cruz  | 04/28/2011 04:43 PM             | APRV   |
| 1                               | Sergio Cruz (Originator) | Sergio Cruz  | 04/28/2011 04:43 PM             | APRV   |
| 2                               | Budget & Management      | Erika Zamora | 04/28/2011 05:14 PM             | APRV   |
| 2                               | Budget & Management      | Erika Zamora | 04/28/2011 05:14 PM             | APRV   |
| 3                               | Perla Lopez              | Perla Lopez  | 04/29/2011 08:42 AM             | APRV   |
| 3                               | Perla Lopez              | Perla Lopez  | 04/29/2011 08:42 AM             | APRV   |
| 4                               | Auditor's Office         | Linda Fong   | 04/29/2011 09:40 AM             | APRV   |
| 4                               | Auditor's Office         | Linda Fong   | 04/29/2011 09:40 AM             | APRV   |
| 5                               | Purchasing Department    |              | 04/29/2011 11:09 AM             | PEND   |
| 5                               | Purchasing Department    |              | 04/29/2011 11:09 AM             | PEND   |
| Form Started By: Sergio Cruz    |                          |              | Started On: 04/27/2011 05:16 PM |        |
| Final Approval Date: 04/29/2011 |                          |              |                                 |        |

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AI-26431

17.C.

**Report on Bank Fees and Approval of last two (2) year Term of Depository  
Bank Agreement  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

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**Information**

**CAPTION**

1. Report on fiscal impact of bank fees to be assessed during final two years of depository contract;
2. Pursuant to Texas Local Government Code, Chapter 116, Section .021(b)&(c), acceptance and approval of Hidalgo County's attempts to negotiate new interest rates and financial terms that will take effect during the final two (2) years of the four (4) year contract with the First National Bank

**BACKGROUND**

Report Only

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**Fiscal Impact**

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

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**Attachments**

Link: [code](#)

Link: [contract](#)

Link: [corr](#)

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**Form Routing/Status**

| Route Seq                       | Inbox                    | Approved By  | Date                            | Status |
|---------------------------------|--------------------------|--------------|---------------------------------|--------|
| 1                               | Sergio Cruz (Originator) | Sergio Cruz  | 04/28/2011 04:43 PM             | APRV   |
| 2                               | Budget & Management      | Erika Zamora | 04/29/2011 09:18 AM             | APRV   |
| 3                               | Perla Lopez              | Perla Lopez  | 04/29/2011 09:28 AM             | APRV   |
| 4                               | Auditor's Office         | Linda Fong   | 04/29/2011 09:41 AM             | APRV   |
| 5                               | Purchasing Department    |              | 04/29/2011 11:09 AM             | PEND   |
| Form Started By: Sergio Cruz    |                          |              | Started On: 04/27/2011 05:09 PM |        |
| Final Approval Date: 04/29/2011 |                          |              |                                 |        |

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deposited under this chapter, and the money shall be considered in fixing, and is protected by, a county depository's bond.

(b) Warrants, checks, and vouchers evidencing the money deposited in the county depository under Subsection (a) are subject to audit and countersignature as provided by law.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

#### SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

Sec. 116.021. DEPOSITORY AND SUBDEPOSITORY CONTRACTS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

- (1) competitive bidding; or
- (2) another method under that subchapter that the

**FIRST NATIONAL BANK  
BANK DEPOSITORY CONTRACT**

**C-09-065-04-17**

This **DEPOSITORY CONTRACT** is made and entered into on the date last herein written by and between **COUNTY OF HIDALGO**, a political subdivision of the State of Texas, hereinafter called "**County**" and **FIRST NATIONAL BANK**, a national banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "**Bank**, and provides as follows:

1. Designation of Depository. County, through action of the Commissioner's Court of the County, its governing body, hereby designates Bank as a depository of funds for the period beginning **May 10, 2009**, and continuing through **May 9, 2013**.

2. County Representatives. During the term of this Depository Contract, the County will, through appropriate action of its Commissioner's Court, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the County in any and all matters of every kind arising under this Depository Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the County in accordance with the electronic fund or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

3. Entire Agreement. This Depository Contract and the attached Addendums constitute the entire agreement between Bank and County and the terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by written instrument signed by duly authorized representatives of both parties. The following Addendums are hereby incorporated into this Contract for all the purposes as if fully appearing herein:

|             |                                                                                               |
|-------------|-----------------------------------------------------------------------------------------------|
| Addendum I  | Application for Depository Bank for funds of Hidalgo County, Texas                            |
| Addendum II | Agreed Negotiated Terms to Application for Depository Bank for funds of Hidalgo County, Texas |

The following operating agreements shall be entered into between the parties to facilitate the performance of this Contract in accordance with the terms of the application:

1. Depository Pledge Agreement
2. Online Banking Agreement
3. ACH Origination Agreement
4. Positive Pay
5. LockBox Agreement
6. Trust Services

4. Interest on Deposits. County may arrange for time deposits and Bank may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rates, which Bank has bid for the particular denomination and time period of said deposits at competitive public bidding for said deposits. Time deposits will mature on or before May 9, 2013.

5. Minimum Collected. County shall maintain a minimum daily collected balance in each of its accounts, of at least \$1.00 during the term of this Contract.

6. Collateral for Deposits. All funds on deposit with Bank to the credit of the County shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code). The total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred five percent (105%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by the Federal Deposit Insurance Corporation. ~~The market value with respect to any securities (collateral) as of any date~~ will be obtained from a primary dealer. When additional collateral is required to cover incremental deposits, Bank must receive the request for collateral prior to 10:30 am on the day the deposits are actually received. Without any obligation to do so, Bank will on a best-efforts basis attempt to provide additional collateral for incremental deposits when notification is received after the delineated deadlines listed above.

7. Amegy Bank for Collateral. (a) Bank has heretofore or will immediately hereafter deliver to Amegy Bank collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of County deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by said Bank in trust so long as the depository relationship between County and Bank shall exist hereunder, and thereafter so long as deposits made by County and held by Bank hereunder shall have not been properly paid out by Bank to County or on its order.

(b) Amegy Bank will accept said collateral and hold the same in trust for the purposes herein stated. (See "Depository Pledge Agreement for Amegy Bank".)

8. Default. Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its contract with County, County shall give written notice of such failure or breach to Bank, and Bank shall have thirty (30) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within (30) business days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of Amegy Bank, upon demand of County (supported by proper evidence of any of the above-listed circumstances), to surrender the

above-described collateral to County. County may sell any part of such collateral and out of the proceeds thereof in order to pay County actual damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

9. Sale of Collateral. Any sale of such collateral, or any part thereof, made by County hereunder may be either at public or private sale, provided, however, it shall give both Amegy Bank and Bank two (2) hours notice of the time and place where such sale shall take place, or such sale shall be to the highest bidder therefore for cash. County and Bank shall have the right to bid at such sale.

10. Substitution of Collateral. If Bank shall desire to sell or otherwise dispose of any one or more of said collateral securities so deposited with Amegy Bank, it may substitute for any one or more of such securities other securities of the same market value and character. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and meet the requirements of the law. If at any time, the aggregate market value of such collateral so deposited with Amegy Bank is less than one hundred five percent (105%) of the County's funds on deposit with said Bank, Bank immediately shall deposit with Amegy Bank such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. Bank shall be entitled to income on securities held by Amegy Bank for the collateral required hereunder, and Amegy Bank may dispose of such income as directed by Bank without approval of County.

11. Trust Receipts. First National Bank shall promptly forward to County copies of safekeeping or trust receipts covering all such collateral held for Bank, including substitute collateral as provided for herein.

12. Withdrawal of Collateral. If at any time the collateral in the hands of Amegy Bank shall have a market value in excess of one hundred five percent (105%) of the balances due County by Bank, County shall authorize the withdrawal of a specific amount of collateral. The Amegy Bank shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefore, and Amegy Bank shall have no further liability for collateral so redelivered to Bank.

13. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. Release of Collateral. When the relationship of County and Bank shall have ceased to exist between County and Bank, and when Bank shall have properly paid out all deposits of County, it shall be the duty of County to give Amegy Bank certificate to that effect; whereupon Amegy Bank shall redeliver to Bank all collateral then in its possession belonging to Bank, taking its receipt therefore. An order in writing to said Amegy Bank by County and a receipt for such collateral by Bank shall be a full and final release of Amegy Bank of all duties and obligations undertaken by it by virtue of these presents.

15. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

16. Notices. Any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank:           Saul Ortega  
                    First National Bank  
                    100 W Cano  
                    Edinburg, Texas 78539

County:        Norma Garcia  
                    Treasurer, County of Hidalgo  
                    100 East Cano St.  
                    Edinburg, TX 78539

17. Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

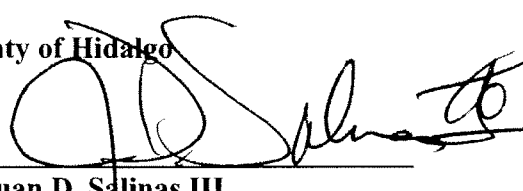
18. Binding Commitment. Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

19. Continuation. Unless this Contract is terminated sooner, and mutually agreeable to both parties, Bank's designation as the County Depository will remain continuously in effect for a period not to exceed 60 days after May 9, 2013. The terms and conditions of this Contract are subject to change beyond May 9, 2013.

County of Hidalgo

First National Bank

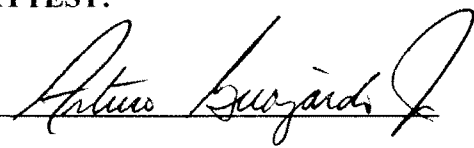
By: \_\_\_\_\_

  
Juan D. Salinas III  
Hidalgo County Judge

By: \_\_\_\_\_

  
Saul Ortega  
Chief Financial Officer

ATTEST:

  
Arturo Guajardo

Approved by Board of Director's on:

Approved as to form:

*Attest & H-11, LCP*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*4-17-09*



# Addendum I

## APPLICATION FOR DEPOSITORY BANK FOR FUNDS OF HIDALGO COUNTY

### **General Information:**

Hidalgo County Commissioners Court, in complying with applicable Texas Statutes, is herein requesting applications from any banking corporation or financial institution to serve as a County Depository Bank. The county intends to designate one bank that will provide two (2) separate functions: (A) one operating bank, and (B) a remittance processing (lockbox) bank. "Operating Bank" means the bank will provide general banking services, including but not limited to the establishment of interest bearing checking accounts, other electronic transfers and electronic interchange data interchange. "Remittance Processing (Lockbox) Bank" means the bank will process ad valorem tax remittances for Hidalgo County. (See Lockbox Specifications)

The specific references governing these services are:

*Local Government Code Chapters 116 & 117, "Depositories for County Public Funds," and Government Code Chapters 2256 "Public Funds Investment Act" and 2257 A Collateral for Public Funds."*

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The text of these governing statutes may be obtained on the Internet at:  
[www.capitol.state.tx.us/statutes/statutes.html](http://www.capitol.state.tx.us/statutes/statutes.html)

By submitting a proposal, Bank, acknowledges that it understands the aforementioned laws, which pertain to the safekeeping of county funds and will comply with these statutes.

Pursuant to the *Texas Local Government Code 116* and *Vernon's Texas Codes Annotated, Government Code, Chapter 2257*, sealed applications will be received by Hidalgo County Commissioner's Court, Edinburg, Hidalgo County, Texas on or before **10:00 A.M. on March 10, 2009** for the selection of a bank depository for the forthcoming four-year period commencing **May 10, 2009**. Applications may be submitted by any Abank@ as defined by the *Texas Local Government Code Section 116.001*.

There is no express or implied obligation for Hidalgo County to reimburse responding firms for any expenses incurred in preparing proposals in response to this application and Hidalgo County will not reimburse responding banks for these expenses.

**The Hidalgo County Drainage District Number One Board Of Directors may, at their option, utilize the depository selected by Hidalgo County as the depository for Hidalgo County Drainage District Number One. Should the Board of Directors of Hidalgo County Drainage District Number One decide the bank selected as its depository is the same as the one selected by Hidalgo County, the bank selected shall offer Hidalgo County Drainage District Number One the same terms and provisions as it offers Hidalgo County under the depository agreement except as such provisions may differ in accordance with Texas Water Code Chapter 49 & 56.**

**WRITTEN INQUIRIES** to Martha L. Salazar, CPPB, Purchasing Agent will be accepted via facsimile by no later than Wednesday, **February 25, 2009**, at 5:00 P.M. at (956) 318-2629.

Responses will be sent to all applicants via facsimile by **Friday, February 27, 2009.**  
**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

To be considered, original sealed applications plus ten (10) copies of same must be received by  
**10:00 A.M., March 10, 2009.**

These applications will not be opened until the final submission date and hour noted. All applications must be addressed to:

**Juan D. Salinas III, Hidalgo County Judge  
Hidalgo County Commissioners' Court Meeting Room  
100 East Cano, 1<sup>st</sup> Floor, Atrium Area  
Edinburg, Texas 78539**

And the envelope in which the application is enclosed must be marked on the left-hand corner:

**SEALED APPLICATION  
TO SERVE AS COUNTY DEPOSITORY BANK**

**Good Faith Guarantee(s)**

**Operating Bank & Remittance Processing (Lockbox) Bank** (as defined under General Information, page 1)

This application for depository for funds of Hidalgo County must be accompanied by a certified or cashier's check made payable to Hidalgo County in the amount of **\$ 1,987,691.77** (one half of one percent of revenues for the year 2008) as a guarantee of good faith on the part of the bank that if the application submitted is selected, the successful applicant will, within **15** days after notice of selection, enter into a pledge contract with the Commissioner's Court and if accepted file bonds of securities in sufficient amount to secure the public monies entrusted to them within **15** days of selection as prescribed by the *Texas Local Government Code Chapter 116.051* and *Vernon's Texas Codes Annotated, Government Code, Title 10 Chapter 2257*. Should the bank fail to qualify as depository as required and within the **15** days specified, the certified or cashier's check shall go to Hidalgo County as liquidated damages in accordance with the *Texas Local Government Code Chapter 116.023* and *Vernon's Texas Codes Annotated, Government Code, Title 10, Chapter 2257*.

**Certain Trust Funds and Court Registry Funds** (as defined under General Information, page 1)

This application for depository for funds of Hidalgo County must be accompanied by a certified or cashier's check made payable to Hidalgo County in the amount of **\$101,723.95** (one half of one percent of the average daily balance of the registry funds held by the County Clerk and the District Clerk during the preceding calendar year as promulgated by Texas Local Government Code, Chapter 117. A certified check or cashier's check that complies with this section, 117.021 (c) is a good-faith guarantee on the part of the applicant if the application is accepted it will execute the bond required under this subsection. If the bank selected as depository does not provide the bond, Hidalgo County shall retain the amount of the check as liquidated damages and the county shall select another depository as provided by this subchapter **of the Texas Local Government Code Chapter 117.021 and Texas Government Code, Chapter 2257.**

## **APPLICATION FOR DEPOSITORY BANK (CONT.)**

When the depository has been selected, the certified or cashier's checks presented with the application shall be returned to the unsuccessful applicants immediately. The Commissioners' Court shall return the check of a successful applicant when the applicant executes and files a Depository Bond that is approved by Commissioner's Court.

During the evaluation process, Hidalgo County reserves the right to request additional information or clarification from applicants, or to allow for corrections of errors or omissions. At the discretion of Hidalgo County, financial institutions submitting applications may be requested to make oral presentations as part of the evaluation process.

Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions most favorable to the County. The County may reject applicants whose management or financial condition, in the opinion of Commissioner's Court, does not warrant the placing of county funds in their possession. Hidalgo County reserves the right to reject in part or in whole any or all applicants, waive minor technicalities, and award the bid that best serves the interest of Hidalgo County. Late applications will be returned to applicant unopened. Applications may be withdrawn any time before official opening.

The County expressly requests that applicants not discuss this engagement or the bank's plans, experience or credentials with other banks or any member of Commissioner's Court until requested by the county officials to make an oral presentation.

It is anticipated that the selection of a financial institution will be completed by **May 10, 2009**. Following the notification of the selected bank, it is expected a contract will be executed between both parties. The approval of such contract must be entered into the minutes of the depositories' board of directors and evidenced on a certified copy of the minutes of the board of directors.

### **Terms of Engagement**

A four-year contract is contemplated if satisfactory financial terms can be negotiated; if not a two-year contract will be executed. This depository contract must commence no later than **May 10, 2009** and must continue until 60 days after the time fixed by statute for the next selection of a Depository Bank. If a time deposit's maturity date extends beyond the expiration date of the contract, the contracting bank will pledge sufficient securities required by Hidalgo County to provide for the maturity of the time deposit.

### **Selection Criteria**

Hidalgo County will award the bank contract on the following criteria:

- |                                      |           |
|--------------------------------------|-----------|
| a. Bank's current financial strength | 10 points |
| b. Bank's past financial strength    | 10 points |

## APPLICATION FOR DEPOSITORY BANK (CONT.)

|                                                        |                  |
|--------------------------------------------------------|------------------|
| c. Best value in terms of : a.) cost                   | 20 points        |
| b.) service                                            | 15 points        |
| d. Experience and ability to meet service requirements | 20 points        |
| e. Net rate of return on County funds                  | 15 points        |
| f. Electronic bank services offered                    | <u>10 points</u> |
| Total                                                  | 100 points       |

Bonus: Any additional bank services offered 5 Points Maximum

### **Ethics Policy**

Any organization offering to be a depository shall file a statement disclosing all financial relationships that may be a conflict of interest as stated in Texas Local Government Code Section 131.903.

**First National Bank does not have any financial relationships that could be a conflict of interest.**

### **Investments Made Outside Depository Bank**

Hidalgo County reserves the right to make external investments according to the laws of the State of Texas and the Investment Policy of Hidalgo County. Hidalgo County may refrain from making external investments if the depository bank, at a minimum, matches the external interest rate the County would earn from making such investments.

**First National Bank agrees.**

### **Required Information**

Bank must respond to all provisions and adhere to the format provided in this proposal to be considered a responsive applicant. The application must be signed by a duly authorized banking official and upon award of the depository contract by Commissioner's Court, the application and all attachments may be included in the official Depository Contract if desired by the County. Please submit the following:

1. Audited financial statements for the last two years. All banks wishing to be designated as the depository bank must state the amount of the bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the bank on the date of the application.  
**See tab 3**
2. References from customers whose service requirements are similar to those of Hidalgo County.  
**See tab 10**
3. Bank Administrative Institute (BAI) questionnaire for most recent period.  
**First National Bank is not a member of BAI.**
4. Current check clearing availability schedule with a description of areas where availability is provided sooner than the published schedule.  
**See tab 4**
5. An Equal Employment Opportunity provisions statement must be submitted that indicates the bank will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, handicap, or national origin, which will become part of the contract conditions if

## APPLICATION FOR DEPOSITORY BANK (CONT.)

the financial institution is awarded the contract. The statement should include a description of the financial institution's affirmative action plan.

See tab 6

6. Call Report or Thrift Financial Report for the most recent year-end. In addition, please provide most recent quarter if more recent than year-end.

See tab 3

7. **Current Bank Credit Rating by:**

Moody's \_\_\_\_\_  
Standard and Poor's \_\_\_\_\_  
Bank Watch \_\_\_\_\_

**Not applicable, First National Bank is not a Publicly Traded Bank.**

8. **Comprehensive List of Service Prices:** Bank must provide a comprehensive list of service prices. This list will be considered all-inclusive and prices shown on the list must be incorporated into the contract. If a four-year contract is executed, the bank has the option to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the final two years of the four year contract. County has the option to choose to use any of the following:

- 1) The new financial terms do not increase the prices to the County by more than 10 percent; and
- 2) The variable interest rate option stated in this contract or to change to the new fixed or variable rate options proposed by the bank.

**First National Bank agrees. See tab 5 for a schedule of fees.**

9. **Interest Rates:** Hidalgo County is requesting for bank applicants to define specifically the method used by the applicant for interest calculations in its normal operations if the method uses a formula that is simple and the underlying index or instrument value is verifiable in the Wall Street Journal. Bank must furnish adequate information about the method used in calculating interest to allow Hidalgo County to determine interest payable under the contract independently. In addition, monthly historical interest rate data using this method for **January 1, 2008 through December 31, 2008** should be included for comparison purposes in the selection process. **Please fill out Exhibit A.**

See Exhibit A

10. **Comprehensive Cash Management Capabilities:** Bank must provide comprehensive cash management programs and associated costs.

**First National Banks Business Web Banking system will help the County make immediate and accurate decisions based on real-time information, including account balances, cash position, maturity, payment and interest. With Business Web Banking the County can issue \*stop payments, initiate \*ACH transfers, internal funds transfers, \*Domestic wire**

## APPLICATION FOR DEPOSITORY BANK (CONT.)

transfers, \*tax payments, and loan payments. Business Web Banking also gives you the ability to perform an image search, approve/disapprove file and fund transfers, \*download check reconciliation issued files for reconciliation and fraud management purposes. \*Some services are subject to fees. See tab 5.

### **Service Requirements:**

1. **Standard Disbursement Services:** Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation. No funds or fees may be withdrawn from the County Depository except by properly drawn warrants which have been approved and signed by appropriate authorities as designated on signature cards. All signature cards must be approved by the County Treasurer.  
**First National Bank agrees.**
2. **Standard Deposit Services:** The bank will guarantee immediate credit on all wire transfers, ACH transactions and all checks based on Bank's availability schedule. All deposits received before the banks deadline will be credited daily.  
**First National Bank agrees.**
3. **Statements:** Monthly account statements will be provided with all original cancelled checks, debit and credit memos, etc. and or optical images of the front and back of these items if the optical images are retained in accordance with the rules adopted by the Texas State Library and Archives Commission. This statement shall show the number of checks, deposits and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements shall be provided within seven working days after calendar month-end.  
**First National Bank agrees to provide the County with imaged statements. See tab 5 for a schedule of fees.**
4. **Collateral Reports:** A detailed monthly collateral -to deposit report is required. The report shall contain security descriptions, par value/current face and current market value.  
**First National Bank agrees.**
5. It is requested that as part of the bid the depository bank will provide an on-line communication link to the County for daily reporting of fund balances, collateral and ledger balances and detail debits and credits.  
**First National Bank's "Business Web Banking" will allow the County's personnel to access all of its accounts. The County will be able to view accounts an individual or aggregate basis. The County will be able to view current balances, memo'd balances, current day presentments, transaction history for two cycles, and view an image of checks cleared. Other services available on "Business Web Banking" is post \*stop payments, transfer between accounts, \*execute wire transfers, and \*upload its ACH file to the bank. \*Some services are subject to fees. See tab 5.**

## APPLICATION FOR DEPOSITORY BANK (CONT.)

6. Service charges for monthly service included in a monthly analysis format, on group summary basis; except for non-interest bearing accounts.  
**First National Bank agrees. See tab 5 for a schedule of fees.**
7. Ability to prevent check fraud by prior authorization of issued checks.  
**First National Bank offers Positive Pay, a fraud prevention product that detects unauthorized checks. Authorized Check Pay allows you to authorize payment of each check individually. Service charges for this service will be placed on account analysis. See tab 5 for details and pricing.**
8. Monthly account statements delivered in electronic file format, as well as paper.  
**First National Bank agrees. Paper statements are provided free of charge. See tab 5 for pricing on Imaged statements.**
9. Wire transfer capability using dial in service (phone and/or computer) with dual control security features (primary and secondary authorization)  
**The County, through "Business Web Banking can originate external wire transfers. The security is based on a 128 bit encrypted web browser, which connects to the bank via the Internet. Security can be set up to allow employees to enter the information, and second to verify and approve. Wire transfer limits can be set at the user and account level based on authority granted.**
10. **Direct Deposit Payroll Processing:** Payroll direct deposit ACH modem transmission. Bank must have capability to accept payroll direct deposit ACH information by modem.  
**First National Bank has the capability to accept direct deposit files via internet based "Business Web Banking". As a back up contingency plan, County can deliver its ACH Payroll File in an electronic format to a local branch for electronic transmission to First National Bank's ACH Department for final processing. See tab 5 for details and pricing.**
11. **Stop Payments:** The County will require the bank to issue stop payments executed from personal computers or fax by County personnel at County locations. Documentation for all rejected stop payments must be forwarded to the County within three days. Stop payments will be honored for one year.  
**This service is available thru Business Web Banking and is subject to fees. The user would perform a transaction search prior to placing the stop payment order and will be immediately notified if the item has been paid. First National Bank will not be held liable if a stop payment has been placed after an item has cleared. This service is available 24 hours a day. Stop payments remain in effect for 6 months and must be renewed by an authorized account holder or online banking user. See tab 5 for a schedule of fees.**
12. **Account Executive Person:** The bank will provide Hidalgo County with an Account Executive Service person located in Hidalgo County whose responsibility must be to serve as primary liaison between the Bank and Hidalgo County. This person will be responsible for attending to inquires, requests for services, and daily activities regarding the managing of Hidalgo County Accounts.  
**First National Bank agrees. See tab 7.**

## APPLICATION FOR DEPOSITORY BANK (CONT.)

13. **Waiver of Certificates of Deposit Penalty:** Occasionally the County of Hidalgo may need to cash a certificate of deposit before its date of maturity; if so the bank agrees to waive any penalties for early withdrawal.

**First National Bank agrees to abide by Federal Banking Regulation D, in reference to waiving early withdrawal penalties. If the County elects to retain the Certificate of Deposits after the contract expiration date, First National Bank agrees to pay the stated rates of interest on the Certificate Of Deposit, and continue to collateralize the investments of the County.**

14. **Printing:** Bank must provide checks and deposit slips printed in conformity with County specifications.

**First National Bank agrees to provide the County with checks and deposit slips at Bank cost. Price varies by style.**

15. **Deposits:** Bank must accept mixed deposits containing cash, checks, and coins from the County.

**First National Bank agrees.**

16. **Deposits at Branch Locations:** Bank must allow County personnel to make deposits at any branch location.

**First National Bank agrees.**

17. All demand deposit overdrafts incurred in the normal course of business will be covered at no cost to the County as long as sufficient compensating balances exist in other County accounts. **The County shall avoid overdrafts on any of its individual accounts and shall take prompt action to cover overdrafts in any single account. All overdrafts are viewed as extensions of credit and must be reviewed on an individual basis. The bank may honor overdrafts, but is not obligated to do so. The fee for overdrafts, should one occur, is \$35.00 per item. Although the definition of an overdraft is based on an individual account, interest at 10% is assessed only on days when there is a negative collected balance in all transaction accounts combined. Overdraft fees and interest are charged through Account Analysis.**

18. Provide automated clearinghouse operations to allow the County to initiate electronic paperless entries through your financial institution and other financial institutions by means of ACH.

**First National Bank agrees. See tab 5 for details and pricing.**

19. **Open Line of Credit:** Bank must be willing to provide emergency as well as non emergency loans to County, if needed; interest rates on such loans must be negotiated with Commissioners Court.

**The Bank will make loans to the County at a variable rate tied to the Wall Street Journal prime rate plus a 1% underwriting fee. The rate of interest will be subject to the purpose of the loan and financial condition of the entity at the time of the request. All loan terms and conditions are subject to final approval of First National Bank's Loan and Discount committee.**

20. Endorsement Stamps.

**First National Bank will provide the County with endorsement stamps at Bank cost.**



## **APPLICATION FOR DEPOSITORY BANK (CONT.)**

21. Night depository services, which include locking bags with keys for the numerous County Departments.  
**First National Bank agrees. Locked money bags and or Tamper evident bags will be provided at Bank cost. See tab 5 for pricing.**
22. Daily delivery of all charge back items (NSF's).  
**First National Bank agrees.**
23. Provide money straps, coin wraps and money envelopes.  
**First National Bank agrees. See tab 5 for pricing.**
24. List other services including any associated fees that bank is willing to provide.  
**See tab 8**
25. Bank must be a member of the Automated Clearing House Network and be able to receive funds by wire.  
**First National Bank agrees.**
26. In addition to investments outlined elsewhere in this application, the County reserves the right to purchase, sell and invest its funds (including the proceeds of bond issues received prior to and passed during the term of this contract) and funds under its control through a primary government securities dealer, as defined by the Federal Reserve, or with a bank domiciled in the State of Texas as permitted by Section 116.112 of the Local Government Code and the Public  
**First National Bank agrees.**
27. Funds Investment Act or as stated in the County's Investment Policy. Bank will and shall aid and assist County in any investment without charge.  
**First National Bank agrees.**

### **Legal Collateral Requirement Specifications**

#### **Allowable Securities**

Collateral must consist of the following:

- U.S. Treasury Notes
- U.S. Treasury Bills
- Government National Mortgage Association Certificates
- Federal Farm Credit Banks Notes and Bonds
- Federal National Mortgage Association Notes and Bonds
- Federal Home Loan Mortgage Association Notes and Bonds

**First National Bank agrees.**

### **Required Level of Collateral**

The initial amount of securities to be pledged against Hidalgo County shall be adequate to fully

## **APPLICATION FOR DEPOSITORY BANK (CONT.)**

Collateralize the funds of Hidalgo County according to the State laws of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate in which case the collateral may be reduced with the approval of the County Treasurer.

At all times, the market value of collateral including accrued interest must be equal to or greater than **105 percent** of the sum of the par value of the certificates of deposit plus accrued interest, the daily bank ledger balances less funds insured by the Federal Deposit Insurance Corporation.

**First National Bank agrees.**

### **Monitoring of Collateral**

Bank is responsible to notify the County of any deficiencies in its pledged collateral on a daily basis, as well as obtaining additional collateral to cover any deficiencies.

**First National Bank agrees.**

### **Location of Collateral**

Bank must deposit all collateral pledged to secure County funds at the Federal Reserve Bank in Dallas, Texas or at a mutually agreed third party institution with a notation that the securities are pledged to the County. ~~Depository safekeeping receipts should be furnished to the County Auditor evidencing the pledged securities. Securities pledged to the County shall be placed in safekeeping by the depository and sub-depository bank and the original of the safekeeping receipt shall be given to the County Auditor. Securities so pledged shall be subject to physical inspection by a member of Commissioner's Court and the County Auditor or their authorized representatives during normal banking hours. Release of collateral must be approved by the County Treasurer.~~

**First National Bank agrees. Third Party safekeeping will be provided by Amegy Bank of Texas.**

## LOCKBOX SPECIFICATIONS

In accordance with the Lockbox Processing specifications and requirements, bank should propose the following:

1. The following definitions shall apply to these specifications:

|               |                                                                                                                                                                                               |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a.) Hits      | Check and Tax Statement amounts match<br>Current Tax Year<br>Payable to: Armando Barrera, Jr.,<br>Tax Assessor/Collector                                                                      |
| b.) Shorts    | Amount of Check is less than amount on the Tax Statement                                                                                                                                      |
| c.) Overs     | Amount of check is more than amount on the Tax Statement                                                                                                                                      |
| d.) Multiples | One Check to pay several statements<br>Several Checks to pay one statement                                                                                                                    |
| e.) Miss      | Amounts which do not match<br>Payee incorrect<br>Incorrect Tax Year<br>All documents will be dated, stapled to corresponding Envelope and sent back to Tax Assessor/Collector For processing. |

2. Taxpayer requesting a receipt or if there is a correspondence **WILL BE PLACE IN A DIFFERENT BATCH** and all documents will be stapled to its corresponding envelope, dated and forwarded to Tax Assessor/Collector's Office for processing.
3. The bank will have total jurisdiction of a Post Office Box from approximately **May 10, 2009** to **May 9, 2013** of the following year.
4. The County anticipates the bank will receive approximately 100,000 tax account payments through Lockbox Processing.
5. The following steps (not necessarily in the order shown) will be performed daily by the bank:
  - a.) Mail pickup
  - b.) Opening of mail
  - c.) Sorting the mail
  - d.) Batching
  - e.) Filming the batches
  - f.) Create a Flat file and E-Mail daily to Tax Office
  - g.) Delivery of completed work to Tax Office

**First National Bank agrees.**

## LOCKBOX SPECIFICATIONS (Cont.)

5. The bank should propose to process each statement under the following guidelines:

- a.) Insure that each check is properly endorsed and made payable to Armando Barrera, Jr., Tax Assessor/Collector.  
**First National Bank agrees.**
- b.) Each statement contains the taxpayer's identification number, tax years and amount due.  
**First National Bank agrees.**
- c.) Only current tax payments will be processed, if over, system will default to delinquent years, or refund. If short, will be applied as a partial payment. Partial Payments are accepted.  
**First National Bank agrees.**
- d.) Exception (miss) statements such as: Statements without "R" numbers.  
**First National Bank agrees.**
- e.) All correspondence or receipt requested will be segregated, dated, and given back to the Tax Assessor/Collector's office for processing.  
**First National Bank agrees.**
- f.) The bank agrees to have in operation the following equipment:
  - Two (2) Internet capable PC's that can VPN to Tax Office
  - Two (2) Laser Printers or
  - Be able to scan coupons and checks and provide a flat file for processing**First National Bank agrees.**
- g.) The bank also agrees to incur reasonable software and programming costs, to allow the bank access to County computer system for account purposes. The bank will be allowed to discuss any additional programming with the County vendor to minimize cost and receive the program in a manner, which provides service and reporting to both the bank and County.  
**First National Bank agrees.**
- h.) The bank will make its best effort to post all payments each day.  
**First National Bank agrees.**
- i.) After receipt of processing, bank will deposit the tax payments directly into a Tax General account in the Tax Assessor/Collector's name. The total funds deposited will be logged daily. On the business day of the deposit, the bank shall make these funds available to the County.  
**First National Bank agrees.**
- j.) The bank will forward the posted tax statements and deposit receipts to the County the next business day.  
**First National Bank agrees.**

### **LOCKBOX SPECIFICATIONS (Cont.)**

- k.) Any and all daily reports furnished by the bank will be those reports which are made available through the County's software.

**First National Bank agrees.**

- l.) The bank will furnish the County weekly CD's of all checks and coupons imaged.

**First National Bank agrees.**

6. Bank must accept tax payments over the counter at all bank locations during collection period of **October 1 thru January 31<sup>st</sup>**.

**First National Bank agrees.**

\*The bank shall obtain further equipment as is necessary to perform the task hereunder.

**See tab 8 for additional information and pricing.**

## EXHIBIT A

### Certificate of Deposit

Proposal shall be tied to U.S. Treasury Bills: Please provide basis points above, below, or equal to the corresponding maturities of a 26-week T-Bill coupon equivalent rate as reported to *The Wall Street Journal* on the next business day following the U.S. Treasury auction.

All proposals in this category should be clearly stated as to plus, minus, or same as T-Bill.

|                                 | Less than<br>\$100,000.00 | More than<br>\$100,000.00 |
|---------------------------------|---------------------------|---------------------------|
| 1. Maturity of 14-29 days       | +/- * _____               | +/- * _____               |
| 2. Maturity of 30-59 days       | +/- * _____               | +/- * _____               |
| 3. Maturity of 60-89 days       | +/- * _____               | +/- * _____               |
| 4. Maturity of 90-119 days      | +/- * _____               | +/- * _____               |
| 5. Maturity of 120-149 days     | +/- * _____               | +/- * _____               |
| 6. Maturity of 150-179 days     | +/- * _____               | +/- * _____               |
| 7. Maturity of 180 days or more | +/- * _____               | +/- * _____               |
| 8. Maturity over one year       | +/- * _____               | +/- * _____               |

For certificates of deposit, the rate will be equal to the 26 week Treasury Bill coupon equivalent ASKED YIELD TO MATURITY RATE less basis points outlined above, as published in *The Wall Street Journal*, "Treasury Bonds, Notes, Bills" section as of the same business day that the CD is negotiated.

**\*First National Bank is not bidding on certificates of deposit but will offer investments on a competitive bid basis. 26 Week Treasury bill Historical data:**

|                        |                        |                         |                        |
|------------------------|------------------------|-------------------------|------------------------|
| <b>Jan 08 – 3.39%</b>  | <b>April 08 – 1.5%</b> | <b>July 08 – 2.14%</b>  | <b>Oct. 08 – 1.54%</b> |
| <b>Feb 08 – 2.31%</b>  | <b>May 08 – 1.7%</b>   | <b>Aug 08 – 1.88%</b>   | <b>Nov. 08 – 1.40%</b> |
| <b>March 08- 2.07%</b> | <b>June 08 – 1.92%</b> | <b>Sept. 08 – 1.93%</b> | <b>Dec. 08 - .49%</b>  |

Bank will offer County its Public Fund N.O.W. Checking Account. This account allows an unlimited number of checks to be written on it but at the same time pays a variable rate of interest on the collected balance. This account pays interest monthly on the investable balance (average balance less uncollected funds). The variable rate will be based at a rate equal to the most recent published thirteen (13) week U.S. Treasury Bill coupon equivalent ASKED YIELD TO MATURITY RATE, as published in *The Wall Street Journal*, "Treasury Bonds, Notes, Bills" section as of the first working day of the month and adjusted monthly thereafter.

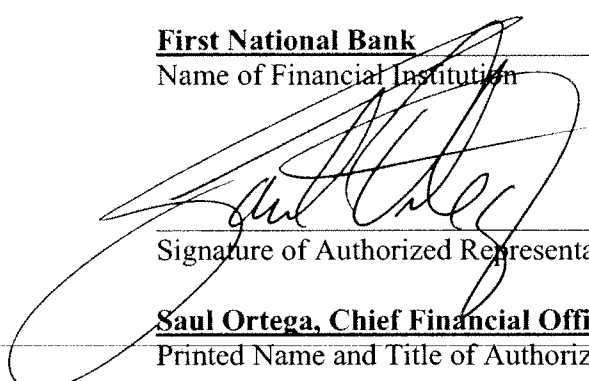
**Not offered**

**APPLICATION FOR DEPOSITORY BANK FOR FUNDS OF  
HIDALGO COUNTY**

By signing this application bank agrees, if appointed by Commissioner's Court, that it (bank) will enter into a contract with the County of Hidalgo based on the information provided on this application.

**First National Bank**

Name of Financial Institution



Signature of Authorized Representative

**Saul Ortega, Chief Financial Officer**

Printed Name and Title of Authorized Representative

**JUAN D. SALINAS III, HIDALGO COUNTY JUDGE**  
**HIDALGO COUNTY COMMISSIONERS COURT MEETING ROOM**  
**100 E. CANO, 1<sup>ST</sup> FLOOR, ATRIUM AREA**  
**EDINBURG, TX 78539**

**COUNTY DEPOSITORY BANK APPLICATION FORM**

**MARCH 10, 2009**

TO THE HIDALGO COUNTY JUDGE AND COMMISSIONERS COURT:

The undersigned, a Bank within the meaning prescribed in Texas Local Government Code Chapters 116 and 117, hereinafter called "Applicant", hereby submits this application for the privilege of acting as Depository for all funds (including trust funds) of Hidalgo County, Texas, hereinafter called County for a term of **Four (4) Years** beginning **May 10, 2009**, and ending **May 9, 2013** or until such time as a successor Depository is named.

Applications must be submitted in a sealed envelope addressed to **Juan D. Salinas III**, Hidalgo County Judge, and be actually received by **10:00 A.M. Tuesday, March 10, 2009** at the Hidalgo County Commissioners Court Meeting Room located at, 100 E. Cano Street, 1<sup>st</sup> Floor, Atrium Area, Edinburg, Texas.

The successful applicant will be bound by and must comply with the provisions of the investment policies approved by Hidalgo County. Investments by the County will be governed by the Public Funds Investment Act, Section 2256.01 ET. seq. (Texas Government Code); the Public Funds Collateral Act §2257.001 ET. seq., (Texas Government Code) and Chapters 116 and 117 of the Texas Local Government Code.

Applications must contain the following:

1. a. A statement of the Amount of Applicant's paid Up Capital Stock  
**The amount of paid up capital stock is \$1,500,000.00 dollars.**
- b. A statement of Amount of Applicant's Permanent Surplus  
**The amount of permanent surplus is \$127,392,947.32 dollars.**
- c. A Statement of Financial Condition of Applicant on the date of the Application.  
**See tab 3**



- d. Certified checks or cashier's checks for at least one-half percent of Hidalgo County's revenue for a period of one year must accompany this application \$1,987,691.77 in accordance with the Texas Local Government Code Chapter 116.023(b)(2).

**Attached in tab 2**

- e. Certified checks or cashier's checks for at least one-half percent of the one percent of the average daily balance of the trust funds held by the County and District Clerks during the preceding calendar year must accompany this application \$101,723.95 in accordance with the Texas Local Government Code Chapter §117.021(d).

**Attached in tab 2**

2. Certificate of Deposit:

Applicant shall be tied to U.S. Treasury Bills - Please provide basis points above, below, or equal to the corresponding maturities of a 26-week T-Bill coupon equivalent rate as reported to the Wall Street Journal on the next business day following the U.S. Treasury auction.

~~All applications in this category should be clearly stated as to plus, minus, or same as T-Bill.~~

A. For Deposit of Less than \$100,000.

|    | <u>Time Period<br/>of Maturity</u>    | <u>U.S. Treasury<br/>Bill Rate</u> |
|----|---------------------------------------|------------------------------------|
| A1 | Maturity of 14-19 days                | +/- <u>  *  </u>                   |
| A2 | Maturity of 30-59 days                | +/- <u>  *  </u>                   |
| A3 | Maturity of 60-89 days                | +/- <u>  *  </u>                   |
| A4 | Maturity of 90-119 days               | +/- <u>  *  </u>                   |
| A5 | Maturity of 120-149 days              | +/- <u>  *  </u>                   |
| A6 | Maturity of 150-179 days              | +/- <u>  *  </u>                   |
| A7 | 180 days or more                      | +/- <u>  *  </u>                   |
|    | The rate will be at no time less than | <u>  *  </u>                       |

**\*First National Bank is not bidding on certificates of deposit but will offer investments on a competitive bid basis.**

B. For Deposit of More than \$100,000.

|                                       |                          |                          |
|---------------------------------------|--------------------------|--------------------------|
| B1                                    | Maturity of 14-19 days   | +/- <u>      *      </u> |
| B2                                    | Maturity of 30-59 days   | +/- <u>      *      </u> |
| B3                                    | Maturity of 60-89 days   | +/- <u>      *      </u> |
| B4                                    | Maturity of 90-119 days  | +/- <u>      *      </u> |
| B5                                    | Maturity of 120-149 days | +/- <u>      *      </u> |
| B6                                    | Maturity of 150-179 days | +/- <u>      *      </u> |
| B7                                    | 180 Days or more         | +/- <u>      *      </u> |
| B8                                    | Maturity over one year   | +/- <u>      *      </u> |
| The rate will be at no time less than |                          | <u>      *      </u>     |

**\*First National Bank is not bidding on certificates of deposit but will offer investments on a competitive bid basis.**

3. MONEY MARKET CERTIFICATES (Strike one of the following)

(1) At the maximum rate permitted by law and regulation

(2) \_\_\_\_\_ % per annum.

**First National Bank will offer the County Time Deposits at rates quoted/proposed above in item #2.**

4. In the event the County shall withdraw time deposits prior to maturity, applicant agrees to pay the maximum amount of interest allowable under Federal regulations for the period the funds were on deposit.

**First National Bank agrees to abide by Federal Banking Regulation D, in reference to waiving early withdrawal penalties. If the County elects to retain the Certificate of Deposits after the contract expiration date, First National Bank agrees to pay the stated rates of interest on the Certificate Of Deposit, and continue to collateralize the investments of the County.**

5. Applicant must be a member of the Automated Clearing House Network or be able to receive funds by wire.

**First National Bank agrees.**

6. In addition to investments previously outlined, the County reserves the right to purchase, sell and invest its funds (including the proceeds of bond issues received prior to and passed during the

term of this contract) and funds under its control through a primary government securities dealer, as defined by the Federal Reserve, or with a bank domiciled in the State of Texas as permitted by the Texas Local Government Code Chapter 116.112 and the Public Funds Investment Act or as stated in the County's Investment Policy. Applicant will and shall aid and assist County in any investment without charge.

**First National Bank agrees.**

7. If the Depository elects to file with the County a corporate surety bond or bonds in an initial amount equal to the estimated highest daily balance of County funds determined by the Commissioners Court of the County to be on deposit with Depository during the term of this Depository Contract, then a fully executed copy of such corporate surety bond in the amount, form and conditioned as required by the Texas Local Government Code Chapter 116, will be required and must be filed within **15** days of selection of the Depository by the Commissioners Court.

**First National Bank agrees.**

8. If the Depository does not elect to make the corporate surety bond in the amount and as referred to in 7 above, then the Depository shall have the option of pledging with a third party institution that has no relationship with the Depository bank, designated by the County, approved securities as defined in the Texas Local Government Code Chapter 116, in an amount at market value sufficient to adequately protect the funds of the County on deposit with Depository from day to day during the term of this proposal, as provided in County's Investment Policies, provided that:

- (a) the approved securities shall be of the kind defined in the Texas Local Government Code Chapter 116, and the Public Funds Investment Act, (Section 2257.001 et. seq. Government Code), and the amount pledged shall be in a total market value as directed at any time by the County Commissioners Court of County;
- (b) the pledge of approved securities shall be waived only to the extent of the exact dollar amount of insurance protection pursuant to 12. U.S.C.A. Sections 1811-1832 for the funds of the County on deposit with the Depository from day to day, and in the event of any termination of such insurance protection this proposal shall immediately become void except as provided in (d) hereinafter;
- (c) the conditions of the pledge of approved securities required by this proposal are that the Depository shall faithfully perform all duties and obligations devolving upon the Depository by law and this proposal, pay upon presentation all checks or drafts drawn on order of the Commissioners Court of the County in accordance with its orders duly entered according to the laws of Texas, pay upon demand any demand deposit of the County in the Depository, pay any time deposit or certificate of deposit of the County in the Depository upon maturity or after the period of notice required, and faithfully keep, account for as required by law, and faithfully pay over, at maturity or on demand as the County may elect, to any successor depository all balances of funds of the County then on deposit with the Depository;

- (d) the pledge of approved securities required by this proposal shall be a continuing pledge, ceasing only upon the later of the termination of a contract or the fulfillment by the Depository of all of its duties and obligations arising out of a contract, and a continuing security interest in favor of the County shall attach immediately upon any such pledge to all proceeds of sale and to all substitutions, replacements, and exchanges of such securities, and in no event shall such continuing security interest be voided by an act of the Depository; but notwithstanding the foregoing the Depository shall have the right, with the consent of the County, to purchase and sell, and substitute or replace, any and all of the approved securities pledged pursuant to this contract with other approved securities, provided that all of the other conditions of this proposal are adhered to by the Depository, and such pledge shall be in addition to all other remedies available in law to the County;
- (e) a contract shall become binding upon the County and the Depository only upon acceptance by the Commissioner's Court of County of the contract and the bid attached thereto, and the Depository shall immediately furnish or cause to be furnished to the County original and valid safekeeping or trust receipts issued by the bank holding the approved securities pledged pursuant to the contract, marked by the holding bank on their face to show the pledge and market value as required above;
- (f) any closing or failure of depository, or any event deemed by County to constitute a closing or failure of Depository, shall be deemed to have vested full title to all approved securities pledged pursuant to the depository contract in County, and County is hereby empowered to take possession of and sell any and all of such pledged approved securities, whether in safekeeping at another bank or in possession of the County and County is specifically so empowered by Depository.

The security described herein must be provided within **15** days after the date a bank is selected as the County's depository.

**First National Bank agrees to all of the above.**

- 9. At termination of this Depository Agreement, the County may leave with applicant any such funds on time deposit until maturity date of such deposit and applicant will continue to furnish a bond or pledge securities as prescribed above in an amount equal to all of such funds remaining.  
**First National Bank agrees.**
- 10. To properly compensate the *Bank* for the expenses incurred in serving as custodian of County funds, County shall maintain \$ \* in a non-interest bearing account. Included in and required as part of this duty are the following:
  - (a) Make no service charges on any County account or on any account of any organization connected with the County, including, but not limited to County accounts, County Clerk accounts, District Clerk accounts, and Drainage District accounts.

**\*First National Bank proposes to place all County accounts on Group Account Analysis. Compensating balances are required to help offset fees.**

- (b) Preparation of monthly statements beginning with first day of month and ending with the last day of the month, showing debits, credits, and balances of each separate fund and sequential listing of cashed checks within five (5) working days of closing date. Provide insufficient fund items, deposit slips, charge backs return items, checks paid and items deposited-unencoded.  
**First National Bank agrees.**
- (c) Keep a full and separate itemized account of each different class of County funds coming into its hands and making its records available for audit by the County and its independent auditors.  
**First National Bank agrees.**
- (d) Preparation of such other reports, accounts, and records which may, from time to time, be required by County in order to properly discharge the duties as provided by the law of the Depository.  
**First National Bank agrees.**
- (e) Arrange canceled checks in numerical sequence.  
**First National Bank agrees.**
- (f) Overdraft Coverage - Bank shall provide overdraft coverage for each individual account. Overdrafts shall be paid so long as the aggregate funds on deposit in all demand deposit accounts are sufficient to meet the amount of total overdrafts and, if the aggregate funds are insufficient, Bank shall loan monies necessary to cover the overdrafts as per the provisions of numbered paragraph 11 of this application. Overdraft shall mean that County does not have a compensating balance in other funds or accounts in the then current County fiscal year in applicant's bank.  
**The County shall avoid overdrafts on any of its individual accounts and shall take prompt action to cover overdrafts in any single account. All overdrafts are viewed as extensions of credit and must be reviewed on an individual basis. The bank may honor overdrafts, but is not obligated to do so. The fee for overdrafts, should one occur, is \$35.00 per item. Although the definition of an overdraft is based on an individual account, interest at 10% is assessed only on days when there is a negative collected balance in all transaction accounts combined. Overdraft fees and interest are charged through Account Analysis.**
- (g) All checks shall be honored in the demand checking account immediately upon deposit.  
**First National Bank agrees.**
- (h) Provide a daily summary of the demand accounts, time deposits, and securities pledged.  
**First National Bank agrees.**

- (i) Furnish a suitable safety deposit box or boxes if needed.  
**First National Bank agrees. Safety deposit box or boxes will be provided at cost and upon availability.**
- (j) To provide suitable vault space for the County Clerk's Office and other County Offices and departments.  
**First National Bank agrees.**
- (k) Furnish cashier's checks and/or bank drafts at no cost to the County.  
**Cashiers checks and/or bank drafts will be provided at cost.**
- (l) Furnish night depository services, including locking *bags* and keys. Such bags will be available to the County on bank holidays on which the schools are open.  
**Service will be provided at cost.**
- (m) To furnish at no cost to County checks and deposit slips of the quantity, quality and type necessary for County's use.  
**First National Bank agrees to provide the County with checks and deposit slips at Bank cost. Price varies by style.**
- (n) To provide Federal Obligations investment service when needed.  
**First National Bank's Trust Department will provide Federal Obligation investment services. A separate Custody Services Agreement will need to be entered into by County and the Bank's Trust Department outlining the parties' responsibilities. The Bank's Trust Department will negotiate a fee that is acceptable to all parties. A copy of the Bank's Custody Services Agreement can be found in tab 8.**
- (o) To provide night deposit bags and keys.  
**First National Bank agrees. Locked money bags and or Tamper evident bags will be provided at Bank cost.**
- (p) To furnish cashier's checks and/or bank drafts requested by County.  
**Cashiers checks and/or bank drafts will be provided at cost.**
- (q) Furnish wire transfers for deposits and disbursements at no cost to the County.  
**Wire transfer services will be provided at cost.**
- (r) Stop payment on checks at no cost to the County.  
**Stop payment services will be provided at cost.**
- (s) Coin counting and wrapping service, as well as money straps and coin envelopes.  
**Service will be provided at cost.**

- (t) Endorsement stamps.  
**Supplies will be provided at cost.**
- (u) *CD-ROM* for bank reconciliation purposes of paid items for accounts designated by County.  
**CD-ROM will be provided at cost.**
- (v) Direct Deposit service for payroll checks.  
**ACH Origination services will be provided at cost.**
- (w) Research statement reproduction.  
**Service will be provided at cost.**
- (x) Monthly report of the market value of securities pledged.  
**Service will be provided free of charge.**
- ~~(y) Provide ledger credit on the same day as deposits occur (holidays and weekends excepted). This includes same credit on wire transfers of funds from the Federal and State government, and same day credit on warrants issued by the State Comptroller received prior to 2:00 p.m.  
**First National Bank agrees.**~~
- (z) Lockbox Services as described in the Lockbox Processing Agreement attached hereto as Exhibit "A".  
**First National Bank agrees.**
- (aa) Daily ledger and average balance reporting delivered daily to the departments of the County designated to receive same by County Judge.  
**First National Bank agrees.**
- (bb) Bank personnel and bookkeeping time dedicated solely to County, as needed.  
**First National Bank agrees.**
- (cc) Bond and coupon service.  
**First National Bank agrees.**
- (dd) Work up of night deposit bags.  
**First National Bank agrees.**
- (ee) Cashing of nonbank customer's checks drawn on County accounts.  
**First National Bank agrees.**
- (ff) Daily hand delivery of all chargeback items to departments of County.

**Chargeback items can be picked up at the local branch located on South Closner.**

- (gg) Cut-off statements provided weekly and monthly.  
**First National Bank agrees.**
  - (hh) Automated Clearing House services.  
**ACH Origination services will be provided at cost.**
  - (ii) Safekeeping services for all trust accounts of County.  
**First National Bank's Trust Department will provide safekeeping / custodial services to meet the Third Party Safekeeping – Investment needs of HWWS. A separate Custody Services Agreement will need to be entered into by HWWS and the Bank's Trust Department outlining the parties' responsibilities. The Bank's Trust Dept. will negotiate a fee that is acceptable to all parties. A copy of the Bank's Custody Services Agreement can be found in tab 8.**
- 
- (jj) Checks and statement physically delivered to County offices at statement cycle time.  
**Statements can be picked up at the local branch located on South Closner. County must provide Bank with a letter of notification listing individuals who are authorized to retrieve bank statements and other documentation that pertains to the County of Hidalgo.**
  - (kk) Provide any other services normally rendered banking customers that are exempt from service charges by any banking regulation.  
**First National Bank agrees.**

11. Loans.

Provide loans to County throughout the term of the Depository at an interest rate of \*See below.  
**\*The Bank will make loans to the County at a variable rate tied to the Wall Street Journal prime rate plus a 1% underwriting fee. The rate of interest will be subject to the purpose of the loan and financial condition of the entity at the time of the request. All loan terms and conditions are subject to final approval of First National Bank's Loan and Discount committee.**

12. Provide an explanation of good funds availability policy.  
**Cash deposits received before the ledger cut-off time, incoming wire transfers, and incoming ACH credits are given same day availability. All other deposited items will be assigned availability based on First National Bank's Availability Schedule. It is understood that the Availability Schedule reflects our optimal clearing efforts, including direct sends, and that any improvement in availability will be passed directly to the district. The availability offered is subject to change without prior notification. First National Bank will make every attempt to inform the County of any availability changes.**



13. Please list any other services your bank can render for the County. Often bids are so nearly identical that additional banking services rendered without cost to the County can be a determining factor in the awarding of the contract. Items listed in this section should relate to the County only. Services to employees or individuals associated with the County cannot be taken into consideration. **See tab 8**
14. Provide a statement of any current or potential conflicts of interest.  
**First National Bank does not have any financial relationships that could be a conflict of interest.**
15. This application was requested by County and is made by applicant with the expressed agreement and understanding that County reserves the right to reject any and/or all applicants and the further right that if any portion of provision of this application and/or any contract between Applicant and County entered into by virtue thereto is invalid, the remainder of this application and/or resulting contract at the option of the County shall remain in full force and effect, and not be affected by said invalid portion or provision.  
**First National Bank agrees.**
16. **Applicant may propose to act as County's depository for either a two-year or a four-year term. If the contract is for a four-year term, the contract shall allow for changes to the terms thereof pursuant to Texas Local Government Code Chapter 116.021(b) and 117.021(b). County may consider the length of the contract term offered in selecting the Depository.**  
**First National Bank will agree to a four-year contract and shall allow for the changes to the terms thereof pursuant to the Texas Local Government Code as stated above.**

The County of Hidalgo reserves the right to reject any and all applications or to accept the applicant the County considers most advantageous. Acceptance of a application will be based on the total package of services offered by the banking institution.

**First National Bank agrees.**

A Cashier's Check in the sum specified in 1(d) and (e) hereof payable to Hidalgo County must accompany each application. If this application to be Depository of all County funds is accepted, said check is to secure the performance of said application, and if applicant fails to enter into a contract with County as liquidated damages for said failure. If the applicant enters into a contract with the County, the County shall return the check to the applicant. In the event this application is not accepted, the check is to be returned to the applicant immediately after the contract award is made.

**First National Bank agrees.**

Dated this the 9<sup>th</sup> day of March 2009.

Applicant: **First National Bank**

By: \_\_\_\_\_ Title: **Chief Financial Officer**  
(Signature)



First National Bank will provide these services at no charge unless otherwise indicated to the County of Hidalgo.

## **I. General services**

1. Bank Statements & images
2. Daily ledger and collected balance reporting
3. The bank will provide a summary of pledged securities on a monthly basis for demand and time deposit accounts
4. IRS coupon services
5. Mail advice
6. Cash Management advice as needed
7. Monthly account analysis statement

### **1.1 Loan Conditions**

The Bank will make loans to the County at a variable rate tied to the Wall Street Journal prime rate plus a 1% underwriting fee. The rate of interest will be subject to the purpose of the loan and financial condition of the entity at the time of the request. All loan terms and conditions are subject to final approval of First National Bank's Loan and Discount committee.

### **1.2 Electronic Services**

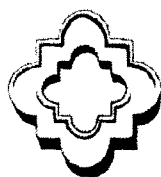
1. Business Web Banking- This service gives authorization to the County employees the ability to perform most of their daily financial transaction without leaving the office.

- a. Account Inquiry
- b. Account Statements
- c. Transaction searches
- d. Internal fund transfers

\*See tab 5 for Business Web Banking and other electronic services.

### **1.3 Investment Services**

1. First National Bank will provide Financial Advisory services to the COUNTY\*
2. First National Bank will Provide Bond Underwriting services to the COUNTY\*
3. First National Bank will act as bidding agent to the COUNTY on any investments of bond proceeds. \*
4. First National Bank's Trust Department will provide trust & custodial services to the COUNTY\*



# FIRST NATIONAL BANK

Member FDIC

## Business Schedule of Fees • Effective 7/08

|                                                 |                                 |
|-------------------------------------------------|---------------------------------|
| Account balance assistance (1 hour minimum)     | \$25.00 per hour                |
| Account closed by mail                          | \$20.00                         |
| Account closed within 90 days of opening        | \$25.00                         |
| Account inquiry (DDA, NSF, Loans, Savings)      | \$5.00                          |
| Account printout                                | \$5.00                          |
| Account research (1 hour minimum)               | \$50.00 per hour+\$1.00/item    |
| Rush (1 hour minimum)                           | \$75.00 per hour+\$1.00/item    |
| Copy of imaged check                            | \$5.00                          |
| Amortization schedules                          | \$25.00                         |
| Automobile value printout                       | \$10.00                         |
| ATM card set-up (per card)                      | \$3.00                          |
| ATM card replacement                            | \$5.00                          |
| ATM PIN number change                           | \$3.00                          |
| ATM monthly maintenance fee (per card)          | free                            |
| ATM transaction or inquiry Proprietary ATM      | \$1.25                          |
| ATM transaction or inquiry Non-Proprietary ATM  | \$2.25                          |
| *Non FNB ATM Card Used                          | \$3.00                          |
| Point of Sale (POS) Transaction                 | free                            |
| Bank by Phone (per transaction)                 | free                            |
| Car drafts                                      | \$20.00                         |
| New Collection Draft Service set up fee         | \$200.00                        |
| Cashier's checks or Cashier's checks re-issue   | \$5.00                          |
| Check printing                                  | varies by style                 |
| Check imaging CD Rom (per CD)                   | \$50.00                         |
| *Checks, temporary (4 per page minimum)         | \$1.00 per sheet                |
| Coin fee (counting/rolling)                     | 5%                              |
| Collection items                                | \$20.00                         |
| Coupon books (reorder)                          | \$5.00                          |
| Debit business card set up fee (per card)       | \$3.00                          |
| Debit business card (monthly maintenance fee)   | \$1.00                          |
| Debit business card PIN number change           | \$3.00                          |
| Debit business card replacement                 | \$5.00                          |
| Debit business card rush order fee              | \$30.00                         |
| Deposit correction                              | \$5.00                          |
| Deposited item returned (each)                  | \$5.00                          |
| Deposited item returned, ACH (each)             | \$5.00                          |
| Deposited item returned, reclamation (each)     | \$25.00                         |
| Deposited items returned (special handling)     | addtl. \$2.50                   |
| Indemnity bonds                                 | \$25.00                         |
| Medallion guarantee                             | \$25.00                         |
| Signature guarantee                             | \$15.00                         |
| *Freeze/levy/garnishment/lien/warrant           | \$75.00                         |
| Title transfer                                  | \$25.00                         |
| Auto transfer                                   | \$10.00                         |
| Fax service                                     | \$5.00/addtl. pages \$1.00 each |
| Foreign business verification                   | cost                            |
| Foreign collection items                        | cost                            |
| Foreign currency exchange                       | market rate                     |
| Hold Mail                                       | \$10.00                         |
| Inactivity fee (6 months or more) per month fee | \$5.00                          |
| Microfilm/optical copies of a statement         | \$5.00                          |
| Money order                                     | \$3.00                          |
| Money order re-issue                            | \$5.00                          |
| *Night deposit bag processing fee               | \$1.25 per bag per day          |
| Night deposit Key/Key replacement (each)        | \$5.00                          |
| Night deposit bag with lock                     | \$25.00                         |
| NSF Return Fee <sup>1</sup>                     | \$35.00                         |
| NSF Paid Fee <sup>1</sup>                       | \$35.00                         |
| Overdraft interest charge                       | 18% APR                         |
| Overdraft savings transfer (each)               | \$10.00                         |
| Photocopies (per page)                          | \$2.00                          |
| Release of credit information                   | \$6.00                          |
| Repetitive manual item handling (each)          | \$5.00                          |
| Returned draft fee                              | \$20.00                         |

NOTE: All service charges are subject to change. <sup>1</sup>Applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means.

## Business Schedule of Fees

|                                                                                                                                    |                       |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Returned mail (per item)                                                                                                           | \$5.00                |
| Signature card update                                                                                                              | \$5.00                |
| Special statement cutoff                                                                                                           | \$25.00               |
| Special handling of returned items                                                                                                 | \$25.00               |
| Statement printout                                                                                                                 | \$5.00                |
| Stop payment (per item/per renewal) In writing, good for 6 months                                                                  | \$30.00               |
| Stop payment (range/renewal) In writing, good for 6 months                                                                         | \$50.00               |
| Transfer of funds (telephone)                                                                                                      | \$5.00                |
| Traveler's cheques                                                                                                                 | \$1.00 per \$100.00   |
| Traveler's cheques for two                                                                                                         | \$1.75 per \$100.00   |
| FNB Web Banking™ For Business password reset                                                                                       | \$5.00                |
| <b>Fees Charged by Notary Public</b>                                                                                               |                       |
| Protesting a bill/note for non-acceptance or non-payment, register and seal                                                        | \$4.00                |
| Each notice of protest                                                                                                             | \$1.00                |
| Certificate and seal of protest                                                                                                    | \$4.00                |
| Per signature                                                                                                                      | \$6.00                |
| Administering an oath or affirmation with certificate & seal                                                                       | \$6.00                |
| All certificates under seal not otherwise provided for                                                                             | \$6.00                |
| Copies (per page)                                                                                                                  | \$0.50                |
| Swearing a witness to depositions, making certificate therefore with seal, and all other business connected with taking deposition | \$6.00                |
| <b>Safe deposit box rental (annual) NOT FDIC INSURED</b>                                                                           |                       |
| 2x4                                                                                                                                | \$20.00               |
| 2x5                                                                                                                                | \$20.00               |
| 3x5                                                                                                                                | \$25.00               |
| 5x5                                                                                                                                | \$30.00               |
| 3x10                                                                                                                               | \$45.00               |
| 5x10                                                                                                                               | \$60.00               |
| 10x10                                                                                                                              | \$100.00              |
| 10x15                                                                                                                              | \$125.00              |
| 12x20                                                                                                                              | \$130.00              |
| 16x20                                                                                                                              | \$150.00              |
| 20x20                                                                                                                              | \$180.00              |
| Box rental late fee                                                                                                                | \$10.00               |
| Box drilling fee                                                                                                                   | \$125.00              |
| Key deposit                                                                                                                        | \$25.00               |
| <b>Sweep Account</b>                                                                                                               |                       |
| Set up Fee                                                                                                                         | \$5.00                |
| Transaction Fee                                                                                                                    | free                  |
| <b>Wire Transfers</b>                                                                                                              |                       |
| Incoming                                                                                                                           | \$10.00               |
| Outgoing domestic                                                                                                                  | \$20.00               |
| Outgoing international                                                                                                             | \$20.00+cost          |
| Service to verify wire received                                                                                                    | \$5.00                |
| <b>Zipper Bags</b>                                                                                                                 |                       |
| Large (+ tax)                                                                                                                      | \$5.00                |
| Medium (+ tax)                                                                                                                     | \$3.00                |
| Small (+ tax)                                                                                                                      | \$2.00                |
| <b>Account Analysis Service Charge Listing (Prices may vary)</b>                                                                   |                       |
| Auto credit                                                                                                                        | \$0.10                |
| Auto debit                                                                                                                         | \$0.10                |
| Credit entry                                                                                                                       | \$0.20                |
| Change Orders                                                                                                                      | \$0.25 per \$1,000.00 |
| Deposit bag handling fee                                                                                                           | \$25.00               |
| Deposit bag handling fee (held until customer present)                                                                             | \$50.00               |
| Deposit correction                                                                                                                 | \$5.00                |
| Deposited Items: On-us items                                                                                                       | \$0.08 each           |
| Deposited Items: Transit items                                                                                                     | \$0.12 each           |
| FDIC insurance                                                                                                                     | \$0.015 per \$100.00  |
| Item paid (check/debit)                                                                                                            | \$0.20                |
| Maintenance charge                                                                                                                 | \$10.00               |
| Reconciliation file                                                                                                                | \$25.00               |

7/08 EDINO447

## Direct Advantage Set Up Guide

### **1. Considerations**

Provides our customer with the ability to electronically credit or debit their employee's/customer's accounts once proper authorization has been given.

#### **Hardware Considerations**

The following items are the minimum hardware requirements (if bank package is to be provided):

##### **Via Internet**

- Personal Computer
- Microsoft Windows 98 or higher; Windows NT
- Microsoft Internet Explorer 6
- Pentium Processor with 32 MB
- Super VGA (800 x 600) or higher resolution
- Internet connection

#### **Software**

Customer Software to be used: Info must be provided in a standard NACHA format

### **2. Types of Service Available**

- a. Direct Deposit for Payroll
- b. Direct Payments for accounts payable
- c. Direct Debits for service or product providers

### **3. Service Beneficial to / Available to Commercial Customers**

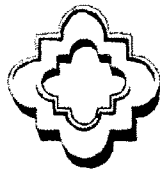
Commercial customers interested in reducing administrative cost, improving employee productivity, and offering convenience to their employees/customers as well as themselves, will greatly benefit by this product.

Service Fees:

|                               |                        |         |
|-------------------------------|------------------------|---------|
| Internet setup: <b>FREE</b>   | no software            | \$0.00  |
| File via Diskette or Internet |                        | \$10.00 |
| Transactions:                 | Monthly Fee            | \$10.00 |
|                               | Pre-notification       | \$ .10  |
|                               | 2 day settlement       | \$ .15  |
|                               | 1 day settlement       | \$ .15  |
|                               | Reversal               | \$10.00 |
|                               | Returns                | \$5.00  |
|                               | Notification of Change | \$1.00  |
|                               | Reports                | \$5.00  |

### **4. Contract / Agreement**

Complete Contract and Agreement with all required documents provided.



# FIRST NATIONAL BANK

Member FDIC

## **Positive Pay (Authorized Check Pay)**

First National Bank offers Positive Pay, also known as Authorized Check Pay, a fraud prevention product that detects unauthorized checks. Positive Pay allows you to authorize payment of each check individually. If an invalid check (not reported as issued by you) is presented, the check will be returned unpaid to the presenter of the check. You simply transmit all check issuance information to First National Bank before issuing checks.

### **ARTICLE II BENEFITS TO YOUR BUSINESS**

---

- **General Usage.** Positive Pay consists of any transactions entered that are generally issued checks, generated by payroll or an accounts payable system.
- **Protection against fraud and lost or stolen checks.** With Positive Pay, the only checks that are paid are those that have issued. This enables you to discover any unauthorized checks in an earlier process.
- **Saving Money.** With this product, you have positive control on your checking account and money is saved when you avoid any returns of unauthorized checks.
- **Safe and Secure.** Positive Pay's safe and secured way of allowing you to detect unauthorized checks detects any criminal acts towards your account and allows you to review all checks issued.

#### 2.1 Fees

- |                                                     |                |
|-----------------------------------------------------|----------------|
| • <i>Setup Fee</i>                                  | <i>\$25.00</i> |
| • <i>Monthly Maintenance Charge</i>                 | <i>\$35.00</i> |
| • <i>Charge per issued/paid check</i>               | <i>\$0.03</i>  |
| • <i>Exception items (per file) resolved by FNB</i> | <i>\$5.00</i>  |



## MERCHANT SERVICES

Watch your Business Grow by accepting all major credit cards.  
We offer competitive rates and personalized service.

### PROCESS TRANSACTIONS BY PHONE



#### ... Touch-tone

**MANUAL IMPRINTER \$40.00**

Touch-tone or ARU (Automatic Response Unit) processes transaction via touch-tone telephone. Merchants dial an 800 number and are prompted through the transaction by computer. If you now process transactions by paper, Touch-tone system gives you a faster way to accept credit cards without investing in a traditional card terminal. This allows paper merchant to process electronically. Accessible 24 hours a day through any standard touch-tone telephone.

- **Touch-tone Model 4200**

The portable 4200 is compact, lightweight and easy to use. Simply insert the customer's credit card together with the appropriate sales slip, slide the lid to the right and a perfect impression is produced in one pass. Its compact size and contemporary design makes credit card transactions possible any time, any place.

### FIND THE TERMINAL RIGHT FOR YOUR BUSINESS



#### ... VeriFone TRANZ 330 (Retail/Direct Marketing)

**NEW \$365**

**REFURBISHED \$285**

The VeriFone TRANZ 330 terminal offers a dependable, low-cost solution for transaction authorization and processing. The terminal is simple to operate. Typical transactions can be completed with just a few strokes for smooth, quick point-of-sale processing. It is compliant with purchase card and direct marketing programs. The application pre-dials for authorization and pre-prints receipts as soon as the plastic is swiped.

#### Benefits

- > Debit capability
- > Mail/phone order prompting
- > Storage of up to 40 credit and debit transactions
- > Recurring transaction capabilities
- > Warranty one (1) year
- > Auto close capability
- > Auto reporting capability
- > Auto insert of settlement totals
- > Address Verification Services (AVS)

#### ... VeriFone TRANZ 330 (Restaurant)

**NEW \$365**

**REFURBISHED \$285**

This restaurant application pre-dials for authorization and pre-prints receipts. A fraud control option can display the account number after the plastic is swiped and/or require the cashier to enter the last four digits.

#### Benefits

- > Batch capacity of 80 transactions
- > Credit card truncation and expiration date suppression
- > Print server tip totals report that includes a signature line for the specified server
- > Recall by transactions by server ID
- > Warranty one (1) year



#### ... PRINTER 250

**NEW \$365**

**REFURBISHED \$285**

Compact point of sale printer, the Printer 250 maximizes the capabilities of your VeriFone system. It generates crisply printed two- or three part receipts just seconds after you enter the transaction. The Printer 250 provides a complete audit trail that you can compare with the electronic records for accurate balancing at the close of the business day.



## MERCHANT SERVICES



### ::: OMNI 3750 (Retail, Restaurant, Direct Marketing, E-Commerce)

**Terminal \$585**

The Omni 3750 offers enhanced ergonomics and improved performance in a remarkably compact, stylish design. You get an intuitive ATM-style interface, lightning-fast processing, integrated thermal printer, support for all payment types, and installation that's a snap.

#### Benefits

- > Quick and quiet integrated thermal printer produces receipts and reports.
- > Supports Address Verification Service (AVS).
- > Supports check services Tele-Check, Crosscheck and others.
- > Accepts credit and debit card transactions and supports Commercial Card and Business Card transactions.
- > Plenty of memory, runs payment applications and supports value-added solutions, such as gift-cards
- > Stores up to 500 transactions.
- > Triple-track card reader, accommodates all magnetic-stripe cards, including driver's licenses.
- > Comprehensive, easy-to-read reports provide powerful money-management capabilities.
- > Warranty five (5) years terminal/ one 1 year printer.



### ::: ECLIPSE (Retail, Restaurant, Direct Marketing)

**Terminal \$ 850**

An all in one point of sale payment solution that allows the acceptance of all non-cash payment types including checks, credit and debit cards transactions, while maximizing counter space. The Eclipse state of the art check reader enables the conversion of paper checks to electronic items.

#### Benefits

- > Built in ink jet receipt printer.
- > Dual track card reader, accommodates all magnetic-stripe cards, including driver's licenses.
- > Full reporting capability provides access to all payment information (both totals and details for all payment types).
- > Stores up to 500 checks and 300 card transactions.
- > Supports Address Verification Service (AVS).
- > Warranty one (1) year.

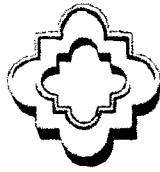
Other terminals, printers or Computer support systems are available.

### ::: OTHER FEE(S)

|                                                           |                 |
|-----------------------------------------------------------|-----------------|
| Application Process ( <i>non-refundable</i> )             | <b>\$ 50.00</b> |
| Re-programming Fee                                        | <b>\$ 50.00</b> |
| Monthly Service Fee*                                      | <b>\$ 15.00</b> |
| Charge-backs                                              | <b>\$ 20.00</b> |
| Voice Authorizations                                      | <b>\$ .70</b>   |
| Discount Rate is based on Monthly Volume & Average Ticket |                 |

\* Monthly Service Fee includes  
 24 Hour Terminal Help Desk  
 Over the phone training in the use of equipment  
 Warranty on VeriFone equipment only (certain models excluded)

**Please ask about our payment plan option.**



# FIRST NATIONAL BANK

Member FDIC

## LOCKBOX

First National Bank's Lockbox remittance processing system provides an efficient and fast effective way of processing and collecting payments that are essential to every business. Your mail invoices and payments are routed to a special post office box, where they are picked up for processing. Our unique system will sort and verify electronically, balance batches, and print out totals. We will credit your account with the appropriate availability and information is provided that same day. FNB provides a daily transmittal report and a CD-ROM for any type of research necessary.

### ARTICLE IIIBENEFITS FOR YOUR BUSINESS

- **Reduction of Time and Manual Labor**-The amount of items processed surpasses the manual processing and eliminates time by saving the trip to the post office and the manual sorting, verifying and the trips to the bank.
- **Funds Availability**-FNB implements a check clearing system that turns collected checks into available funds the same day the payment is received.
- **Improved Account Information**-At First National Bank, we believe that the more accurate your bank statements are, the more successful your business can be. Our service provides a daily transmittal report, and a CD-ROM for any research on the account.
- **Overall Savings**-Less money for electronic transactions;

3.1 Set up fee per Document Type: \$500

Set up fee for Mark Sense: \$500 (Optional)

Payment processing per coupon: \$ .25

Per Item Deposit: **NO CHARGE**

Mail Preparation: **NO CHARGE**

3.2 Annual Box fee: Cost

Monthly Maintenance fee: \$100

Exception Item: (if automated) \$ .50

Complete manual entry \$1.00

CD-ROM: \$10

File Transmission: \$10

Foreign Item Collection: Cost

LockBox Research: Research fees apply **only if** First National Bank provides the research

**Note: All service charges are subject to change.**



### **Enhanced Feature added to Lock Box Processing:**

**Net Query** – is an internet based archive inquiry module, which works in conjunction with TMS Archive. Payment information will be available via First National Bank online banking system once files are archived.

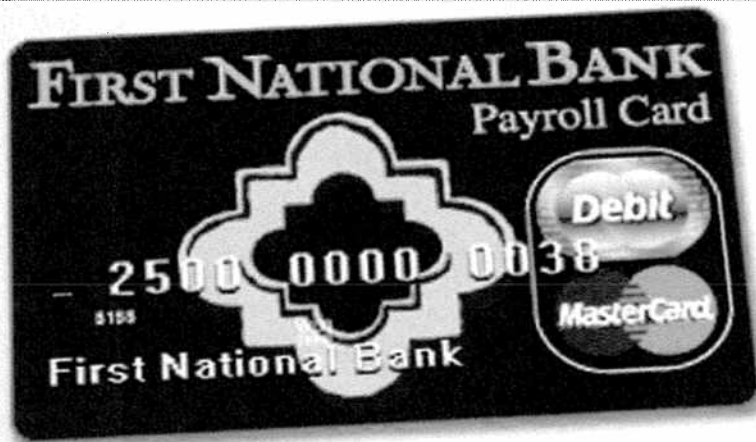
- **Reports** – customer will have access to Batch Summary and Batch Detail Reports
- **Images – Checks and Stubs**  
Copy Images to CD  
Export Images to PC

Once an Administrator at the customers site is created he/she will have administrative control over designated sites and work sources, i.e. has access to his/her data and users.

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# FIRST NATIONAL BANK's Payroll Card\*

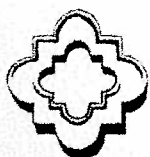
The Payroll Card is a convenient, cost effective way to receive your paycheck. It gives you immediate access to your wages, automatically reloads each payday and best of all it can be used anywhere you see the PULSE® and MasterCard® logo.



*For more information, please contact the  
First National Bank Public Finance Department at:*

[FNB-PublicFund@webfnb.com](mailto:FNB-PublicFund@webfnb.com)

- Wages are available immediately upon payday
- No check-cashing fees
- No checking account required
- Free FNB ATM cash withdraws
- Make purchases at millions of merchant locations with a PULSE and MasterCard logo
- Safer than carrying cash
- No standing in line to cash your paycheck
- No credit check
- 24 hour Customer Service
- Account access via Internet or telephone
- Spending flexibility
- Pay bills online securely



## FIRST NATIONAL BANK

*"Where Successful Business People Do More Business"*

\*Terms and conditions apply. The following fees apply: Initial setup fee/ Card - Free; Reissue card/replacement - \$3.00; \$5.00 Card closing fee - \$5.00; Card rush order fee - \$35.00; Card paper statement available upon request.

## **Addendum II**

### **Agreed Negotiated Terms to Application for Depository Bank for funds of Hidalgo County, Texas**

First National Bank shall provide non-interest bearing checking accounts free of service charge and shall provide free checks and deposit slips for a two year period commencing on May 10, 2009 and concluding on May 9, 2011. Following the conclusion of the initial two year term all fees and terms shall revert back to the Application for Depository Bank as submitted and attached as Addendum I.

First National Bank shall accept a maximum of \$10,000,000.00 in certificates of deposits from the County of Hidalgo which will earn interest at 100% of the ask rate of like maturity of the U.S. Treasury Bill as quoted on the Wall Street Journal on the day of the investment. The maturity of these investments shall not exceed the maturity date of this depository agreement, May 9, 2013.

---

The County of Hidalgo for the duration of this depository agreement will be allowed to open operating N.O.W. Accounts for grant monies that are required by law to be invested in interest bearing accounts. These accounts will earn interest at a variable rate equal to 75% of the 13-week U.S. Treasury Bill as quoted in the Money Rate Section of the Wall Street Journal on the first business day of the month. Rates will be adjusted monthly and interest will be paid on the last day of the month. First National Bank will require the County to present documentation to authenticate the requirements of the law.

To provide Federal Obligations investment service when needed. During the four year depository contract term with First National Bank, Hidalgo County reserves the right to enter into a mutually acceptable custody services agreement with First National Bank Trust Department in order to provide Federal Obligation investment services. All terms of the agreement, including fees and expenses for such services, are subject to the review and approval of Hidalgo County.

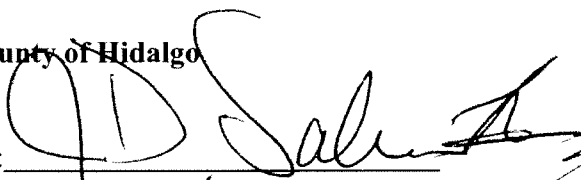
Safekeeping services for all trust accounts of County. During the four year depository contract term with First National Bank, Hidalgo County reserves the right at any time to enter into a mutually acceptable safekeeping/custodial services agreement with First National Bank Trust Department. All terms and provisions of the custody agreement, including fees and expenses for safekeeping/custodial services, will be subject to the approval of the Hidalgo County District Clerk or any other authorized party acting on behalf of the County of Hidalgo.

In consideration of the above, the County of Hidalgo agrees that the depository contract with First National Bank shall become effective on May 10, 2009 and will expire

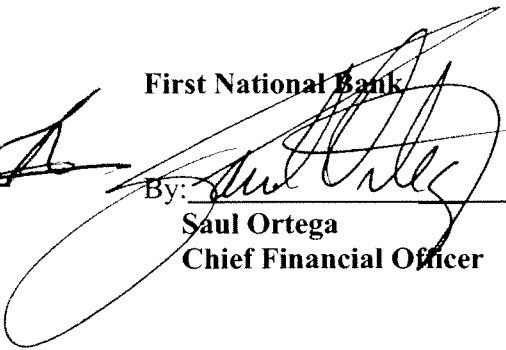
on May 9, 2013. It is further agreed that the current contract between the parties dated May 10, 2005 will expire on May 9, 2009 and that any existing deposits or investments under the prior contract dated May 10, 2005, shall be governed strictly by the new agreement.

County of Hidalgo

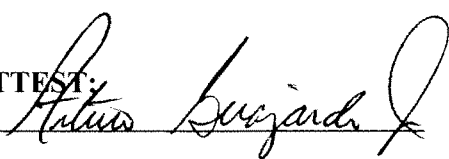
First National Bank

By: 

**Juan D. Salinas III**  
Hidalgo County Judge

By: 

**Saul Ortega**  
Chief Financial Officer

ATTEST: 

Date: \_\_\_\_\_

### LOCKBOX OPERATING AGREEMENT

This AGREEMENT is made this day of April 14, 2009, by and between FIRST NATIONAL BANK, Edinburg, Texas, herein called "Bank", and the COUNTY OF HIDALGO, TEXAS, herein called "COUNTY", a governmental entity with its principal place of business at 100 W. Cano, Edinburg, Texas.

To the extent not otherwise specifically provided in this Agreement, the law, rules, practices and procedures for normal and customary handling of deposits to checking accounts shall apply.

In consideration of the promises and covenants contained herein, Bank and COUNTY hereby agree to the following standard terms, unless the COUNTY directs the Bank to perform its obligations under this Agreement in a specified manner that is set forth in the instructions:

- 1) The Bank will collect the contents of the post office box (the "Box") identified in the Operating Instructions attached hereto as Schedule A (The "Instructions"), the terms of which are incorporated herein, on each banking day (any day on which the Bank is open for normal business) at such times as the Bank may establish. The Bank will open the envelopes or other contents of the Box, remove and inspect the checks and enclosures, and handle the checks and enclosures as provided herein.

The Bank will have exclusive and unrestricted access to the Box and will have complete and exclusive authority to receive, pick up and open all regular, registered, certified or insured mail addressed to the COUNTY at the Box and appropriate instructions to this effect have been, or will be, given to the United States Post Office by COUNTY.

An acceptable check is one which conforms with the following:

- a) **Payee** -- The name of the payee on the check shall be one of the names listed in the Instructions or a reasonable variation thereof.
- b) **Date** - Regardless of the date of the check, the Bank agrees to deposit such check SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN PARAGRAPHS 9 AND 10 OF THIS AGREEMENT, unless the COUNTY directs the Bank to process such checks in a specific manner that is set forth in the Instructions.
- c) **Amount** -- Either a written or numerical amount shall be given, but if both are provided and they differ, the Bank will use the written amount. If the check contains protectograph figures, such amount will be used by the bank.
- d) **Signature** -- Regardless of whether or not the check bears the drawer's signature or indicates the drawer's name, the Bank agrees to process and deposit such check SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN PARAGRAPHS 9 AND 10 OF THIS AGREEMENT, unless the COUNTY directs the Bank to process such checks in a specific manner that is set forth in the Instructions.
- e) **Alternations or Restrictions** -- All items bearing restrictive notations such as "Payment in Full" "Balance on Account" or "Final Settlement/Payment" will be deposited by the Bank SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN PARAGRAPHS 9 AND 10 OF THIS AGREEMENT, unless the COUNTY directs the Bank to process such items in a specific manner that is set forth in the Instructions.
- f) **Drafts** -- All signed sight drafts or payable through drafts of one thickness of paper with MICR numbers will be handled in the same manner as other items. All other drafts will either be processed on a collection basis or forwarded to the Company, as the Bank deems appropriated.
- g) **Cash** -- Bank will process and deposit all cash received. However, Bank shall assume no liability for cash received by mail.

- 2) Acceptable checks shall be processed and deposited as received in the following manner:
  - a) **Endorsement** - The following endorsement shall be applied to each check: "CR ACCT OF PAYEE ABS GTD, FNB, Edinburg, TX AS AGENT OF PAYEE-LB"
  - b) **Deposits**- Each check shall then be deposited to such account (the "Account") of the COUNTY at the Bank as indicated in the Instructions, at which time the COUNTY shall become a depositor of the Bank with respect to those checks, and the collections of such checks shall be governed by the Uniform Commercial Code as adopted in the State of Texas, the COUNTYs' signature card agreement, and any other PROVISIONS applicable to the Account, as well as this Agreement.
  - c) **Remittance Material Disposition** – All statements, invoices, communications, papers, files, and computer CD ROM, accompanying such checks shall be delivered to the COUNTY in the customary manner of the Bank, unless the COUNTY directs the Bank to process such items in a specific manner that is set forth in the Instructions.
  - d) **Record Maintenance** – The Bank will maintain an optically scanned record of each check deposited. Said record will be retained by the bank for five years, in order to reconstruct any specific deposit by means of duplicate photocopies should the need arise and a request be made by the COUNTY (subject to the payment of the Bank's then prevailing charge for such service).
  - e) **Daily Transmittal Reports**- The Bank will provide daily transmittal reports by electronic Transmission through COUNTY Email Address or a direct-dial-modem line. The daily report Describes all checks processed that day. These electronic transmissions will be made by the Bank in accordance with reasonable security procedures to ensure that electronically Communicated information is safeguarded and confidential.
- 3) All items which are not acceptable checks shall not be processed but shall be returned to the COUNTY along with all statements, invoices, communications, and other papers accompanying such item. Said items and papers shall be delivered in the customary manner of the Bank and in such other manner as may be specified in the instructions.
- 4) Remittances, which are sent directly to the COUNTY, may be forwarded to the Box and used in connection with this Agreement. The COUNTY will place remittances, including any accompanying papers in the original envelope, into another envelope appropriately addressed.
- 5) Checks drawn in foreign currency will be processed on a collection basis only. Credit will be posted upon receipt of paid collections less all fees and charges.
- 6) Expenses such as post office rental, postage and exchange charges may be paid initially by the Bank. The COUNTY agrees that it will be responsible for, and will reimburse the Bank for, all such expenses. COUNTY further agrees to promptly pay Bank the fees shown on Schedule B attached hereto. COUNTY agrees that Bank may reimburse itself for expenses and fees due hereunder by debits to the COUNTY's Account. If such Account does not have a sufficient collected balance to cover such expenses and fees, Bank may reimburse itself from any other account maintained by COUNTY at Bank. COUNTY agrees to reimburse Bank upon demand for any such expenses and fees, which remain unpaid. Bank may, at its option, require advance payment of such expenses and fees or a deposit to cover such expenses and fees.
  - a) **Service Fees and Payment**, COUNTY shall pay monthly fees according to the current service charge brochure attached as Exhibit "A". Bank may change the Service Fees upon thirty (30) days prior written notice to COUNTY. In addition, COUNTY shall pay any special transportation, installation, communication, or delivery charges incurred by Bank in connection with the Service.
- 7) From time to time, upon not less than 30 days' prior written notice to COUNTY, Bank may change any procedures or fees established in connection with this Agreement. Notwithstanding the foregoing, Bank may change any procedures without prior notice to COUNTY where an immediate change in terms or conditions is necessary to maintain or restore the security of any deposit account.

- 8) In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act, and Bank shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons. The rights of Bank under this paragraph are cumulative of all other rights which it may have by law or otherwise.

### **INDEMNITY AND RELEASE**

- 9) Bank shall indemnify County and hold County harmless for any act done or step taken or omitted by Bank or which in any manner may arise as a result of negligence by Bank or for any mistake in fact or law or for anything that Bank does nor refrains from doing in connection with or as required by this Agreement.
- 10) This Agreement will be coterminous with the depository contract. Fee schedule associated with this service is attached to this agreement and is also part of the original depository application.
- 11) All notices required in connection with this Agreement shall be deemed to have been given when sent Certified Mail, postage prepaid or delivered by messenger to the parties at the addresses appearing above, or to such other address as either party may specify in writing to the other party.
- 12) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 13) No waiver of any provision hereunder shall be binding unless such waiver shall be in writing and signed by the party alleged to have waived such provision. Any waiver by either party of any default hereunder shall not operate as a waiver of succeeding defaults.
- 14) If one or more of the PROVISIONS of this Agreement (including the Instructions) should be or be declared to be illegal, invalid or unenforceable in any respect under present or future laws or regulations effective during the term of this Agreement, the legality, validity and enforceability of the remaining PROVISIONS of this entire Agreement shall not be affected or impaired thereby; PROVIDED, HOWEVER, that if this entire Agreement shall be or be declared to be illegal, invalid, or unenforceable or should any regulatory agency direct Bank to discontinue providing the services hereunder, the parties agree that payments or credits due up to that time shall be remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.
- 15) Paragraph headings and captions have been inserted for convenience only and do not limit or expand the PROVISIONS set out in various paragraphs.
- 16) This Agreement in addition to all sections of the depository application constitutes the entire understanding of the parties in respect to the subject matter hereof and, all prior negotiations, agreements and representations are merged herein. Except as provided in paragraph 7, this Agreement may not be modified except in writing signed by an authorized representative of each party. Either party without the other party's written consent cannot assign this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and same shall be effective as of the date of execution and acceptance by Bank, as set forth below.

"COUNTY"

COUNTY OF HIDALGO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Juan D. Salinas, Hidalgo County Judge

Signature: \_\_\_\_\_

Title: Hidalgo County Judge

"BANK"

FIRST NATIONAL BANK

Date: \_\_\_\_\_

By: \_\_\_\_\_

Saul Ortega, CFO

Signature: \_\_\_\_\_

Title: Chief Financial Officer



## **First National Bank**

### **Lock Box Schedule of Fees**

|                                |                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------|
| Customized Program Available   |                                                                                       |
| Set up fee per Document Type:  | \$500                                                                                 |
| Set up fee for Mark Sense:     | \$500(optional)                                                                       |
| Payment processing per coupon: | \$ .25                                                                                |
| Per Item Deposit:              | NO CHARGE                                                                             |
| Mail Preparation:              | NO CHARGE                                                                             |
|                                |                                                                                       |
| Annual Box fee:                | Cost                                                                                  |
| Monthly Maintenance fee:       | \$100                                                                                 |
| Exception Item: (if automated) | \$ .50                                                                                |
| Complete manual entry          | \$1.00                                                                                |
| CD-ROM:                        | \$10                                                                                  |
| File Transmission:             | \$10                                                                                  |
| Foreign Item Collection:       | Cost                                                                                  |
| Lock Box Research:             | Research fees apply<br><b>only if</b> First National<br>Bank provides the<br>research |

**Note: All service charges are subject to change.**

## Cris Villarreal

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, April 21, 2011 4:39 PM  
**To:** ramon.garcia@co.hidalgo.tx.us; 'Norma G. Garcia'; 'Raul Silguero'; armando.barrera@taxoffice.co.hidalgo.tx.us; sheriff.trevino@hidalgo.org; 'valde guerra'; 'Godfrey Garza'; nielda.cavazos@co.hidalgo.tx.us  
**Cc:** 'Yolanda Chapa'; 'Alfredo'; 'Sergio Cruz'; paul.villarreal@taxoffice.co.hidalgo.tx.us; 'Anacleto Martinez'; monica.badillo@co.hidalgo.tx.us; 'Cris Villarreal'; 'Darlene Betancourt'; 'Evangeline Garcia'; 'Oscar Garza'; lora.briones@hcdd1.org  
**Subject:** FW: Budgetary Impact-FNB Depository Agreement with Hidalgo County & Drainage District # 1-Last 2 years term of Agreement  
**Attachments:** FW: FNB Depository (2.39 MB)  
**Importance:** High

At our Hon. Norma G. Garcia, Hidalgo County Treasurer and Investment Committee Member, we are scheduling a meeting for next Wednesday, April 27, 2011 at 2:00 p.m. at the Purchasing Department Conference Room to discuss the latest response by First National Bank in connection with re-negotiating terms and conditions for the last two (2) years of the current four (4) year agreement. It appears that Hidalgo County needs to address budgetary impacts as a result of these negotiations. Please make arrangements to attend and if sending a designee, make sure that individual(s) is thoroughly familiar with the project. CC action will be required by no later than, May 3, 2011.

Yours truly,  
Marty Salazar

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, April 21, 2011 3:17 PM  
**To:** 'Alfredo'  
**Cc:** 'Norma G. Garcia'  
**Subject:** RE:  
**Importance:** High

Mr. Fred:

You mention both County Clerk & Sheriff's Office. Is the District Clerk not included? Can you confirm? I will be most happy to coordinate.

Thanks,  
Marty

---

**From:** Alfredo [mailto:alfredo.zamarripa@treasurer.co.hidalgo.tx.us]  
**Sent:** Thursday, April 21, 2011 1:58 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Norma G. Garcia'  
**Subject:**

Marty,

With the Commissioners' Court meeting cancelled for next week, Norma feels that we should have a meeting week with the Tax Office and Sheriff's Office as soon as possible to discuss the charges waived by First National Bank for 2010. We believe the Budget Office would need to be included as well to discuss the changes and the budgetary impact this will have on the County. Could you please facilitate this meeting?

Thank you,  
Alfredo Zamarripa  
Chief Deputy II  
Office of the HIDALGO COUNTY TREASURER

## Cris Villarreal

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, April 14, 2011 11:44 AM  
**To:** saul.ortega@webfmb.com  
**Cc:** 'Cris Villarreal'; ramon.garcia@co.hidalgo.tx.us; 'Norma Garcia'; 'raul silguero'; paguilar@ramongarcia-law.com; 'Yolanda Chapa'  
**Subject:** FW: FNB Depository  
**Attachments:** FNB MEMO.PDF; C-09-065-04-17-FIRST NATIONAL BANK-HIDALGO COUNTY (BANK DEPOSITORY).pdf  
  
**Importance:** High

Mr. Ortega:

We are in receipt of your response letter received on April 13, 2011. We are respectfully requesting FNBs favorable reconsideration of the waiver of fees as stipulated in the current agreement for the next two (2) years of this agreement. Given the very serious budgetary constraints, it is most important that Hidalgo County rely on FNB (through our many years of mutually beneficial business relationship) to consider our urgent request to grant the fees waived in the current agreement into the next two (2) years of the agreement. Please respond by no later than 5:00 pm on Monday, April 18, 2011.

Yours truly,  
Martha L. "Marty" Salazar

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**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]  
**Sent:** Wednesday, April 13, 2011 5:09 PM  
**To:** 'Martha Salazar'  
**Subject:** FNB Depository  
**Importance:** High

*Ms. Marty,*

*This is the response we received from FNB regarding negotiations for the Bank Depository contract. I have also attached a copy of the contract in case you need to see it.*

Thank you,

*Cris Ayala*

Gricelda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department  
Ph: 956-318-2626  
Fax: 956-292-7612  
email: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us)





# FIRST NATIONAL BANK

Member FDIC

April 12, 2011

To: Norma Garcia, Hidalgo County Treasurer  
Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent  
Godfrey Garza, Jr. Hidalgo County Drainage District Manager

From: Saul Ortega, Chief Financial Officer, First National Bank

Ref: Bank Depository Contract –Request for Negotiations

I want to thank the County of Hidalgo for having chosen First National Bank as its depository bank for over two decades. I am confident that the services we have provided are to the satisfaction of the County of Hidalgo.

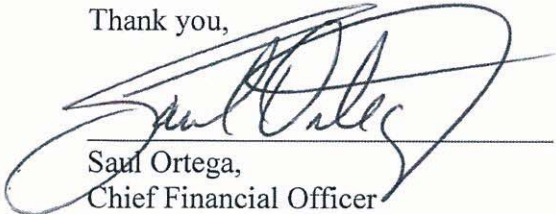
In response to your letter dated April 7, 2011, First National Bank will continue to honor its original agreement with both Hidalgo County and Drainage District No 1. The agreement to waive service charges, provide free checks and deposit slips was solely for the first two years of a four year depository contract. As stated in Addendum II of the contract, the waiver will expire on May 9, 2011.

As you understand the bank has waived the service charges for the past two years and we continued to offer excellent service. First National Bank has absorbed the cost and will rely on the next two years to offset the expense from the previous two years. The bank will continue to offer the staff and the service as agreed under the existing contract for the next two years.

First National Bank agreed to accept a maximum of \$10,000,000 in certificates of deposits from the County of Hidalgo at a rate equal to 100% of the “ask rate” of like maturity U.S. Treasury Bill’s as quoted on the Wall Street Journal on the day of the investment<sup>1</sup>. The certificate of deposit rates are considered “current” thus the County and Drainage District will earn a rate that is currently market rate.

We appreciate the business and look forward to a long standing relationship with the County of Hidalgo. If you have any questions please call my office at (956)380-8562.

Thank you,



Saul Ortega,  
Chief Financial Officer

Cc: Martha Salazar  
Cc: Godfrey Garza, Jr.

<sup>1</sup> Other terms and conditions apply

## Cris Villarreal

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, April 18, 2011 1:28 PM  
**To:** 'Norma Garcia'; ramon.garcia@co.hidalgo.tx.us; 'raul silguero'; 'Godfrey Garza'; 'Valde Guerra'; 'Joel Quintanilla'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Joseph Palacios'  
**Cc:** paguilar@ramongarcia-law.com; 'Yolanda Chapa'; eduardo.gonzalez@co.hidalgo.tx.us; 'Raul Lozano'; 'Mona'; 'Humberto Garza'; marcos.lopez@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; 'Sergio Cruz'; lora.briones@hcdd1.org; 'Monica Badillo'; 'Cris Villarreal'; 'Evangelina Garcia'; 'Darlene Betancourt'  
**Subject:** FW: FNB Bank Depository  
**Attachments:** FNB Response.pdf; FW: FNB Depository (5.02 MB)  
**Importance:** High

To All:

Attached for your review and information is the best and file response received from FNB in connection with HC and HCDD#1 request to reconsider the waiving of fees as has been the practice for the last two years of the depository agreement effective May 10, 2011 to May 9, 2013. I believe there will be a budgetary impact (fiscal year 2011 May through December) for all departments detailed in a spreadsheet provided by the County Treasurer's Office also included in the attachments above. An agenda item to take action on the agreement will be placed on next week's CC agenda of April 28, 2011.

Yours truly,  
Marty Salazar

---

**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]  
**Sent:** Monday, April 18, 2011 12:05 PM  
**To:** 'Martha Salazar'  
**Subject:** FNB Bank Depository  
**Importance:** High

*Ms. Marty,*  
*Please see attached response by FNB regarding Bank Depository Contract.*  
Thank you,

*Cris Ayala*

Gricelda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department  
Ph: 956-318-2626  
Fax: 956-292-7612  
email: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us)



# FIRST NATIONAL BANK

Member FDIC

April 12, 2011

To: Norma Garcia, Hidalgo County Treasurer  
Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent  
Godfrey Garza, Jr. Hidalgo County Drainage District Manager

From: Saul Ortega, Chief Financial Officer, First National Bank

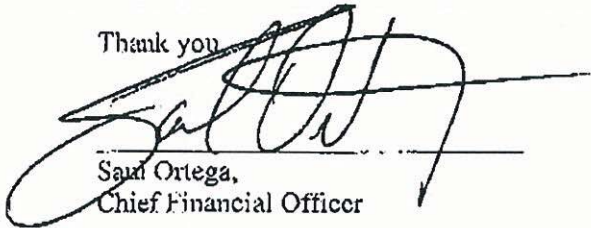
Ref: Bank Depository Contract -Request for Negotiations

In response to your email dated April 14, 2011, First National Bank will continue to honor its original agreement with both Hidalgo County and Drainage District No 1. The agreement to waive service charges, provide free checks and deposit slips was solely for the first two years of a four year depository contract. As stated in Addendum II of the contract, the waiver will expire on May 9, 2011.

As we explained in our previous letter, we have reviewed our depository agreement and continue to stand by our decision. First National Bank negotiated concession at the beginning of the depository agreement and the bank has waived the service charges for the past two years. First National Bank has absorbed the cost and will rely on the next two years to offset the expense from the previous two years. The bank will continue to offer the staff and the service as agreed under the existing contract for the next two years.

We appreciate the business and look forward to a long standing relationship with the County of Hidalgo. If you have any questions please call my office at (956)380-8562.

Thank you



Saul Ortega,  
Chief Financial Officer

Cc: Martha Salazar

Cc: Godfrey Garza, Jr.

<sup>1</sup> Other terms and conditions apply



## Cris Villarreal

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, April 14, 2011 12:05 PM  
**To:** ramon.garcia@co.hidalgo.tx.us; 'Joel Quintanilla'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Joseph Palacios'; valde.guerra@co.hidalgo.tx.us; 'Norma Garcia'; 'raul silguero'; 'Godfrey Garza'  
**Cc:** paguilar@ramongarcia-law.com; 'Yolanda Chapa'; eduardo.gonzalez@co.hidalgo.tx.us; 'Raul Lozano'; yoli.cisneros@co.hidalgo.tx.us; 'Mona'; marcos.lopez@co.hidalgo.tx.us; 'Humberto Garza'; 'Monica Badillo'; 'Cris Villarreal'; 'Evangeline Garcia'; 'Darlene Betancourt'; 'Sergio Cruz'; Lora Briones  
**Subject:** FW: FNB Depository  
**Attachments:** FNB MEMO.PDF; C-09-065-04-17-FIRST NATIONAL BANK-HIDALGO COUNTY (BANK DEPOSITORY).pdf; FNB Negotiation Memo (234 KB); FW: FNB Depository (2.39 MB)  
**Importance:** High

To All Members of Commissioners Court:

Please review all attachments herein so as to familiarize yourself with the current status of Hidalgo County's and HC Drainage District #1 Bank Depository Agreements. Included in the attachments are:

1. Letter from Purchasing Department to FNB as to negotiations for the final two (2) years of the agreements as directed by the Investment Committee;
  2. Copy of the Depository Agreement;
  3. Fee analysis provided by Hon. Norma G. Garcia, Hidalgo County Treasurer and Investment Committee Member;
  4. First National Bank's response to final two year terms and conditions received, Wednesday, April 13, 2011;
  5. Reconsideration letter by Purchasing to FNB in connection with continued waiver of fees with deadline for response.
- If you require any further information or assistance with this matter, please do not hesitate to contact us.

Yours truly,  
Marty Salazar

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**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]  
**Sent:** Wednesday, April 13, 2011 5:09 PM  
**To:** 'Martha Salazar'  
**Subject:** FNB Depository  
**Importance:** High

*Ms. Marty,*

*This is the response we received from FNB regarding negotiations for the Bank Depository contract. I have also attached a copy of the contract in case you need to see it.*

Thank you,

*Cris Ayala*

Gricelda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department  
Ph: 956-318-2626  
Fax: 956-292-7612  
email: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us)



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
**(Immediate Review and Response Required)**

To: Saul Ortega, Chief Financial Officer  
First National Bank

From: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

Mr. Godfrey Garza, Jr. District Manager  
Hidalgo County Drainage District No. 1

C/O: Cris Ayala, Buyer III

C/O Lora Briones, Financial Officer

Date: April 7, 2011

Ref: C-09-065-04-17-Hidalgo County Bank Depository Contract; C-09-065A-04-17-Drainage District- Bank Depository Contract-Request for Negotiations

Pursuant to the Local Government Codes, Section 116.021, **Depository and SubDepository Contracts** - (b) and 117.021, **Applications**-(b), Hidalgo County and Drainage District No. 1 would like to commence negotiations with First National Bank for the final two (2) years as provided in the original contract.

First of all, Hidalgo County expresses its' profound gratitude to First National Bank's waiver of monthly services charges. To that end Hidalgo County would propose the continued waiver of the monthly services charges with inclusion in final two (2) year contract document.

Secondly, Hidalgo County respectfully requests that First National Bank submit new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four (4) year term. Hidalgo County proposes that said interest rates and financial terms be no less that what is in the current agreement. As always, your response must be signed by an individual with authority to bind FND to the response proposed.

We ask that these items be submitted to Hidalgo County's Investment Committee via member Hon. Norma G. Garcia, Hidalgo County Treasurer via hard copy (original) or e-mail at [norma.garcia@treasurer.co.hidalgo.tx.us](mailto:norma.garcia@treasurer.co.hidalgo.tx.us) with a cc to [martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us) by no later than 5:00 p.m., Wednesday, April 13, 2011.

We ask that you acknowledge receipt with commitment to submit by deadline by signing below and return via e-mail to: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us) or fax to: 956-318-2629 or 956-292-7612;

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Bank Depository" provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.



AI-26430

17.D.

**Classification & Compensation Pay Plan Phase II /Part II**  
**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Raul Silguero  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management    **Sub-category:** Budget & Management

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**Information**

**CAPTION**

Classification and Compensation Pay Plan

1. Implementation of the Classification and Compensation Pay Plan Phase II Part II
2. Approval of Revised Salary Schedules
3. Approval of interdepartmental transfers

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                            | Approved By  | Date                | Status |
|-----------|----------------------------------|--------------|---------------------|--------|
| 1         | Budget & Management (Originator) | Erika Zamora | 04/28/2011 08:25 AM | APRV   |
| 2         | Erika Zamora                     | Erika Zamora | 04/28/2011 04:35 PM | APRV   |
| 3         | Auditor's Office                 | Linda Fong   | 04/28/2011 05:28 PM | APRV   |
| 4         | Dina Trevino                     |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Dina Trevino      Started On: 04/27/2011 05:04 PM

Final Approval Date: 04/29/2011

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AI-26425

17.E.

## 2012 Budget Planning Process

### CC REGULAR

**Date:** 05/03/2011

**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT

**Submitted For:** Raul Silguero

**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management **Sub-category:** Budget & Management

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### Information

#### CAPTION

Presentation of the 2012 Budget Process-Development Plan

#### BACKGROUND

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### Fiscal Impact

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

| Route Seq | Inbox                            | Approved By        | Date                | Status |
|-----------|----------------------------------|--------------------|---------------------|--------|
| 1         | Budget & Management (Originator) | Erika Zamora       | 04/28/2011 08:21 AM | APRV   |
| 2         | Erika Zamora                     | Erika Zamora       | 04/28/2011 04:35 PM | APRV   |
| 3         | Auditor's Office                 | Linda Fong         | 04/28/2011 05:28 PM | APRV   |
| 4         | Purchasing Department            | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Dina Trevino

Started On: 04/27/2011 04:55 PM

Final Approval Date: 04/29/2011

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AI-26424

17.F.

**2011 Budget in Brief  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT  
**Submitted For:** Raul Silguero  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management    **Sub-category:** Budget & Management

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**Information**

**CAPTION**

Presentation of the Hidalgo County 2011 Budget in Brief

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                            | Approved By        | Date                | Status |
|-----------|----------------------------------|--------------------|---------------------|--------|
| 1         | Budget & Management (Originator) | Erika Zamora       | 04/28/2011 08:21 AM | APRV   |
| 2         | Auditor's Office                 | Linda Fong         | 04/28/2011 05:29 PM | APRV   |
| 3         | Purchasing Department            | Darlene Betancourt | 04/29/2011 08:46 AM | APRV   |

Form Started By: Dina Trevino

Started On: 04/27/2011 04:50 PM

Final Approval Date: 04/29/2011

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AI-26399

17.G.1.

**Appropriation - Hurricane Alex**  
**CC REGULAR**

**Date:** 05/03/2011

**Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

**Submitted For:** Sergio Cruz

**Department:** BUDGET &  
MANAGEMENT

**Agenda Category:** Budget and Management **Sub-category:** Budget Appropriations

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**Information**

**CAPTION**

Designated Purpose Level 0 (1280):

Approval of 2011 appropriation of funds into Hurricane Alex in the total amount of \$213,065.39.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 1-1280-4XX-00-12X-9XX-1-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding in the total amount of \$213,065.39 to be appropriated from 1280 fund balance.  
Funding available as of 4/28/11.

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**Attachments**

Link: [BA](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Perla Lopez         | Perla Lopez    | 04/28/2011 11:27 AM | APRV   |
| 2         | Dale Kennan         | Dale Kennan    | 04/28/2011 03:33 PM | APRV   |
| 3         | Budget & Management | Erika Zamora   | 04/28/2011 03:49 PM | APRV   |
| 4         | Roland Garcia       | Rolando Garcia | 04/28/2011 04:45 PM | APRV   |
| 5         | Auditor's Office    |                | 04/29/2011 11:09 AM | NEW    |

Form Started By: Perla Lopez  
Started On: 04/27/2011 09:17 AM

Final Approval Date: 04/29/2011

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DATE: May 3, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management  
for Desig Purp Lvl 0 (1280)

ACCOUNT NUMBER: 1-1280-4XX-00-12X-9XX-1-XXX

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

Contact: Perla Lopez  
Ph#: 292-7025 Ext. 5419

**2011**  
Appropriation



Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBERS    | ACCOUNT NAME                                                        | INCREASE (DECREASE)<br>AMOUNT |
|-----------------------------|---------------------------------------------------------------------|-------------------------------|
| 1-1280-431-00-121-946-1-673 | Pct1-43-0630-Santa Maria Rd - R&B R&M Supplies                      | \$ 385.45                     |
| 1-1280-431-00-121-947-1-673 | Pct1-43-0631-Villa Drive - R&B R&M Supplies                         | \$ 6,322.70                   |
| 1-1280-431-00-121-948-1-673 | Pct1-43-0634-Mile 1 W(1) - R&B R&M Supplies                         | \$ 5,633.84                   |
| 1-1280-431-00-121-949-1-673 | Pct1-43-0636-San Rafael - R&B R&M Supplies                          | \$ 9,808.08                   |
| 1-1280-431-00-121-973-1-673 | Pct1-43-0637-Mile 4 W(2) - R&B R&M Supplies                         | \$ 2,378.59                   |
| 1-1280-431-00-121-974-1-673 | Pct1-43-0638-Mile 15 N & 4 W - R&B R&M Supplies                     | \$ 670.26                     |
| 1-1280-431-00-121-975-1-673 | Pct1-43-0639-Mile 13 N - R&B R&M Supplies                           | \$ 3,411.14                   |
| 1-1280-431-00-121-976-1-673 | Pct1-43-0640-Mile 4 W(1) - R&B R&M Supplies                         | \$ 6,386.62                   |
| 1-1280-431-00-121-977-1-673 | Pct1-43-0641-Mile 14 1/2 N(1) - R&B R&M Supplies                    | \$ 7,073.94                   |
| 1-1280-431-00-121-978-1-673 | Pct1-43-0643-Mile 4 1/2 W - R&B R&M Supplies                        | \$ 757.02                     |
| 1-1280-431-00-121-979-1-673 | Pct1-43-0644-Mile 14 1/2 N(2) - R&B R&M Supplies                    | \$ 12,836.09                  |
| 1-1280-431-00-121-980-1-673 | Pct1-44-0647-Mile 15 N - R&B R&M Supplies                           | \$ 784.83                     |
| 1-1280-431-00-121-981-1-673 | Pct1-44-0648-Mile 12 N - R&B R&M Supplies                           | \$ 14,460.78                  |
| 1-1280-431-00-121-982-1-673 | Pct1-44-0649-Mile 1 1/2 W - R&B R&M Supplies                        | \$ 2,058.55                   |
| 1-1280-431-00-121-983-1-673 | Pct1-44-0650-San Lucia/Wind Rd - R&B R&M Supplies                   | \$ 4,845.62                   |
| 1-1280-431-00-121-984-1-673 | Pct1-44-0651-Mile 13 1/2 - R&B R&M Supplies                         | \$ 5,238.72                   |
| 1-1280-431-00-121-985-1-673 | Pct1-44-0652-Zapata St - R&B R&M Supplies                           | \$ 1,899.34                   |
| 1-1280-431-00-121-986-1-673 | Pct1-44-0653-Mile 12 1/2 N - R&B R&M Supplies                       | \$ 17,660.42                  |
| 1-1280-431-00-121-987-1-673 | Pct1-44-0654-Mile 12 N(1) - R&B R&M Supplies                        | \$ 5,826.93                   |
| 1-1280-431-00-121-988-1-673 | Pct1-44-0658-Mile 12 1/2 N(2) - R&B R&M Supplies                    | \$ 690.74                     |
| 1-1280-431-00-121-989-1-673 | Pct1-44-0662-Mile 1 W(2) - R&B R&M Supplies                         | \$ 4,973.46                   |
| 1-1280-431-00-121-990-1-673 | Pct1-44-0664-Mile 4 W(3) - R&B R&M Supplies                         | \$ 1,294.12                   |
| 1-1280-431-00-121-991-1-673 | Pct1-44-0670-Old River Rd - R&B R&M Supplies                        | \$ 4,956.36                   |
| 1-1280-431-00-121-992-1-673 | Pct1-44-0672-N Gonzalez Rd - R&B R&M Supplies                       | \$ 2,701.29                   |
| 1-1280-431-00-121-993-1-673 | Pct1-44-0679-Earling/El Dora Rd - R&B R&M Supplies                  | \$ 1,249.64                   |
| 1-1280-431-00-121-994-1-673 | Pct1-46-0642-Mile 19 N - R&B R&M Supplies                           | \$ 467.57                     |
| 1-1280-431-00-121-995-1-673 | Pct1-46-0665-Gonzalez Rd - R&B R&M Supplies                         | \$ 8,638.59                   |
| 1-1280-431-00-121-996-1-673 | Pct1-46-0667-Juarez St - R&B R&M Supplies                           | \$ 1,183.51                   |
| 1-1280-431-00-121-997-1-673 | Pct1-46-0668-Mile 17 N - R&B R&M Supplies                           | \$ 1,249.74                   |
| 1-1280-431-00-121-998-1-673 | Pct1-46-0669-Mile 5 1/2 W - R&B R&M Supplies                        | \$ 1,968.67                   |
| 1-1280-431-00-121-999-1-673 | Pct1-46-0684-Mile 14 1/2 N(3) - R&B R&M Supplies                    | \$ 810.86                     |
| 1-1280-431-00-122-983-1-673 | Pct2-43-0632-Colonia Guadalupe - R&B R&M Supplies                   | \$ 2,111.67                   |
| 1-1280-431-00-122-984-1-673 | Pct2-43-0633-Plana Vista Sub - R&B R&M Supplies                     | \$ 677.28                     |
| 1-1280-431-00-122-985-1-673 | Pct2-43-0676-El Gato Estates - R&B R&M Supplies                     | \$ 510.02                     |
| 1-1280-431-00-122-986-1-673 | Pct2-44-0656-Azure St - R&B R&M Supplies                            | \$ 703.80                     |
| 1-1280-431-00-122-987-1-673 | Pct2-44-0657-Road Runner Sub - R&B R&M Supplies                     | \$ 791.79                     |
| 1-1280-431-00-122-988-1-673 | Pct2-46-0682-El Gato Sd - R&B R&M Supplies                          | \$ 542.20                     |
| 1-1280-452-00-123-986-1-671 | Pct3-66-0918-Bld Repairs/Content Damages - Bldg & Othr Struc R&M    | \$ 5,170.00                   |
| 1-1280-452-00-123-985-1-671 | Pct3-66-0916-Anzaldua Park Ticket Bldg - Bldg & Othr Struc R&M Supp | \$ 6,128.12                   |
| 1-1280-452-00-123-984-1-671 | Pct3-66-0910-Irrigation/Plumbing System - Bldg & Othr Struc R&M     | \$ 4,450.00                   |

|                                  |                                                               |    |            |
|----------------------------------|---------------------------------------------------------------|----|------------|
| 1-1280-452-00-123-987-1-431      | Pct3-66-0911-Dock/Boat Ramp - Bldg & Othr Struc R&M Srv       | \$ | 23,542.75  |
| 1-1280-452-00-123-988-1-671      | Pct3-66-0914-Park Equip/Contents - Bldg & Othr Struc R&M Supp | \$ | 12,632.95  |
| 1-1280-431-00-124-981-1-673      | Pct4-43-0629-Dillon Rd - R&B R&M Supplies                     | \$ | 1,538.61   |
| 1-1280-431-00-124-982-1-673      | Pct4-43-0635-Rooth Rd - R&B R&M Supplies                      | \$ | 1,779.66   |
| 1-1280-431-00-124-983-1-673      | Pct4-43-0645-Argentina St - R&B R&M Supplies                  | \$ | 409.46     |
| 1-1280-431-00-124-984-1-673      | Pct4-44-0660-Hoehn Dr Sub - R&B R&M Supplies                  | \$ | 3,169.38   |
| 1-1280-431-00-124-985-1-673      | Pct4-44-0663-Tejano St - R&B R&M Supplies                     | \$ | 409.46     |
| 1-1280-431-00-124-986-1-673      | Pct4-44-0671-Seminary Rd - R&B R&M Supplies                   | \$ | 5,941.06   |
| 1-1280-431-00-124-987-1-673      | Pct4-44-0673-Hoehn Dr - R&B R&M Supplies                      | \$ | 1,279.16   |
| 1-1280-431-00-124-988-1-673      | Pct4-46-0666-Tower Rd - R&B R&M Supplies                      | \$ | 1,010.91   |
| 1-1280-431-00-124-989-1-673      | Pct4-44-0661-Owassa & Tower Rd - R&B R&M Supplies             | \$ | 1,643.64   |
| TOTAL BUDGET INCREASE (DECREASE) |                                                               |    | 213,065.39 |

REASON:

Appropriation to fund Hurricane Alex damaged road and building repairs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-26344****17.H.1.****Request for employee transfers  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Sheriff's Office  
**Department:** BUDGET &  
MANAGEMENT

**Agenda Category:** Budget and Management **Sub-category:** Salary Schedule  
Changes

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**Information****CAPTION****Sheriff (1100) / Courthouse Security (1241):**

a. Approval of employee transfers as follows, pursuant to section 3.49 of the Civil Service Commission Rules:

|              |                       | FROM                      |          | TO                        |          |                 |
|--------------|-----------------------|---------------------------|----------|---------------------------|----------|-----------------|
| Employee No. | Position Title        | Dept. No./ Name           | Slot No. | Dept. No./ Name           | Slot No. | Budgeted Salary |
| 140724       | Deputy Sheriff Step I | Sheriff (280-001)         | 0229     | Courthouse Sec. (115-044) | 0008     | 38,000.00       |
| 099007       | Deputy Sheriff Step I | Courthouse Sec. (115-044) | 0008     | Sheriff (280-001)         | 0229     | 38,000.00       |

b. Approval of revised salary schedule

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** see below

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

**BUDGETARY IMPACT:****SHERIFF:**

1-1100-421-00-280-001-0-XXX: Variance \$236.24. No transfer required. Lapsed salaries (longevity) to be used to fund difference.

**COURTHOUSE SECURITY:**

1-1241-421-23-115-044-0-XXX: Variance (\$236.24) Cost Savings. No transfer or additional funding required.

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**Attachments**

Link: revised salary schedule- courthouse security

Link: fiscal note

Link: sheriff's office salary schedule

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**Form Routing/Status**

| Route Seq | Inbox                        | Approved By  | Date                | Status |
|-----------|------------------------------|--------------|---------------------|--------|
| 1         | Rosalinda Cantu (Originator) | Rosie Cantu  | 04/28/2011 11:25 AM | APRV   |
| 2         | Budget & Management          | Erika Zamora | 04/28/2011 02:29 PM | APRV   |
| 3         | Sylvia Solis                 | Sylvia Solis | 04/28/2011 05:10 PM | APRV   |
| 4         | Auditor's Office             |              | 04/29/2011 11:09 AM | NEW    |

Form Started By: Rosie Cantu

Started On: 04/20/2011 09:07 AM

Final Approval Date: 04/29/2011

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**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1241-421-23-115-044-0**

**AI - 26344**

**COURTHOUSE SECURITY**

| Slot #                                                                               | Obj Code   | POSITION TITLE               | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY      | Other Allowances |               |               |               |               | 2010 ACTUAL TOTAL COMPENSATION |
|--------------------------------------------------------------------------------------|------------|------------------------------|-------|------|--------------------------|-------------------------------|--------------------|------------------|---------------|---------------|---------------|---------------|--------------------------------|
|                                                                                      |            |                              |       |      |                          |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117  | Auto A. 118   | Clothing 119  |                                |
| 0001                                                                                 | 113        | SR. DEPUTY SHERIFF STEP I    |       |      |                          | \$41,800.00                   | \$41,800.00        | \$240.00         | \$0.00        | \$600.00      | \$0.00        | \$0.00        | \$42,640.00                    |
| 0002                                                                                 | 113        | SERGEANT STEP III            |       |      |                          | \$49,255.00                   | \$49,255.00        | \$720.00         | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$51,175.00                    |
| 0003                                                                                 | 113        | DEPUTY SHERIFF STEP I        |       |      |                          | \$38,000.00                   | \$38,000.00        | \$300.00         | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,300.00                    |
| 0004                                                                                 | 113        | SR. DEPUTY SHERIFF STEP III  |       |      |                          | \$44,777.00                   | \$44,777.00        | \$600.00         | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$46,577.00                    |
| 0005                                                                                 | 113        | SR. DEPUTY SHERIFF STEP II   |       |      |                          | \$43,263.00                   | \$43,263.00        | \$600.00         | \$0.00        | \$600.00      | \$0.00        | \$0.00        | \$44,463.00                    |
| 0006                                                                                 | 113        | SR. DEPUTY SHERIFF STEP III  |       |      |                          | \$44,777.00                   | \$44,777.00        | \$720.00         | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$45,497.00                    |
| 0007                                                                                 | 113        | SR. DEPUTY SHERIFF STEP I    |       |      |                          | \$41,800.00                   | \$41,800.00        | \$300.00         | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$43,900.00                    |
| <b>EMPLOYEE (140724) TRANSFER FROM SHERIFF BUDGET. SAME SALARY &amp; POS. TITLE.</b> |            |                              |       |      |                          |                               |                    | \$300.00         |               |               |               |               |                                |
| <b>0008</b>                                                                          | <b>113</b> | <b>DEPUTY SHERIFF STEP I</b> |       |      |                          | <b>\$38,000.00</b>            | <b>\$38,000.00</b> | <b>\$600.00</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$38,300.00</b>             |
| 0009                                                                                 | 113        | SR. DEPUTY SHERIFF STEP I    |       |      |                          | \$41,800.00                   | \$41,800.00        | \$420.00         | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$42,220.00                    |
| 0010                                                                                 | 113        | SR. DEPUTY SHERIFF STEP II   |       |      |                          | \$43,263.00                   | \$43,263.00        | \$1,020.00       | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$45,483.00                    |
| 0011                                                                                 | 113        | DEPUTY SHERIFF STEP II       |       |      |                          | \$39,330.00                   | \$39,330.00        | \$180.00         | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$40,710.00                    |
| 0012                                                                                 | 113        | DEPUTY SHERIFF STEP I        |       |      |                          | \$38,000.00                   | \$38,000.00        | \$420.00         | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,420.00                    |
| 0013                                                                                 | 113        | SECURITY SPECIALIST          | 8     | 1    | \$31,815.00              | \$31,815.00                   | \$31,815.00        | \$0.00           | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$31,815.00                    |
| 0014                                                                                 | 113        | SECURITY SPECIALIST          | 8     | 1    | \$31,815.00              | \$31,815.00                   | \$31,815.00        | \$0.00           | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$31,815.00                    |
| 0015                                                                                 | 113        | SECURITY SPECIALIST          | 8     | 1    | \$31,815.00              | \$31,815.00                   | \$31,815.00        | \$0.00           | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$31,815.00                    |
| <b>TOTAL</b>                                                                         |            |                              |       |      | \$95,445.00              | \$599,510.00                  | \$599,510.00       | \$5,820.00       | \$0.00        | \$7,800.00    | \$0.00        | \$0.00        | \$613,130.00                   |

**Approval of employee transfers as indicated above, pursuant to section 3.49 of the Civil Service Commission Rules.**

**NOTE: Slot# 0008**

**Hidalgo County**  
**Department of Budget & Management**  
**FISCAL NOTE**

\*Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court  
From: Raul Silguero Jr., Budget Officer  
CC Date: Tuesday, May 03, 2011  
Summary of request/proposal:

Agenda Item: **26344**

Sheriff (1100) / Courthouse Security (1241):

1. Approval of employee transfers as follows, pursuant to section 3.49 of the Civil Service Commission Rules:

**SHERIFF (280-001)**

| Employee No.  | Position                                             | Slot# | Obj | Grade | Step | Current Grade & Step Salary | Proposed Grade & Step Salary  | Total Requested |
|---------------|------------------------------------------------------|-------|-----|-------|------|-----------------------------|-------------------------------|-----------------|
| 1100          | Dep. Sheriff Step I                                  | 0229  | 113 | -     | -    | 38,000.00                   | 0.00                          | (38,000.00)     |
| 1100          | Dep. Sheriff Step I<br>(transfer in from crthse sec) | -     | 113 | -     | -    | 0.00                        | 38,000.00                     | 38,000.00       |
|               |                                                      |       |     |       |      |                             | <b>TOTAL SALARY</b>           | <b>0.00</b>     |
| 1100          | Dep. Sheriff Step I                                  | 0229  | 115 | -     | -    | 300.00                      | 0.00                          | (300.00)        |
| 1100          | Dep. Sheriff Step I<br>(transfer in from crthse sec) | -     | 115 | -     | -    | 0.00                        | 600.00                        | 600.00          |
|               |                                                      |       |     |       |      |                             | <b>TOTAL LONGEVITY</b>        | <b>300.00</b>   |
| 1100          | Dep. Sheriff Step I                                  | 0229  | 117 | -     | -    | 0.00                        | 0.00                          | 0.00            |
| 1100          | Dep. Sheriff Step I<br>(transfer in from crthse sec) | -     | 117 | -     | -    | 0.00                        | 0.00                          | 0.00            |
|               |                                                      |       |     |       |      |                             | <b>TOTAL SUPPLEMENTAL PAY</b> | <b>0.00</b>     |
| <b>TOTAL:</b> |                                                      |       |     |       |      | <b>38,300.00</b>            | <b>38,600.00</b>              | <b>300.00</b>   |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME   | AMOUNT          |
|-------------------------------------|----------------------------|-----------------|
| 1-1100-421-00-280-001-0- 113        | SHERIFF- REG F/T EMPLOYEES | \$0.00          |
| 1-1100-421-00-280-001-0- 115        | SHERIFF- LONGEVITY         | \$200.77        |
| 1-1100-421-00-280-001-0- 117        | SHERIFF- SUPPLEMENTAL PAY  | \$0.00          |
| 1-1100-421-00-280-001-0- 211        | SHERIFF- HEALTH            | \$0.00          |
| 1-1100-421-00-280-001-0- 212        | SHERIFF- LIFE              | \$0.00          |
| 1-1100-421-00-280-001-0- 220        | SHERIFF- FICA              | \$15.36         |
| 1-1100-421-00-280-001-0- 230        | SHERIFF- RETIREMENT        | \$19.11         |
| 1-1100-421-00-280-001-0- 250        | SHERIFF- UNEMPLOYMENT COMP | \$1.00          |
| 1-1100-421-00-280-001-0- 260        | SHERIFF- WORKERS COMP      | \$0.00          |
| <b>2010 Budgetary Impact</b>        |                            | <b>\$236.24</b> |

2011 Budgetary Impact:

**\$353.01**

**Possible Funding Sources:**

OBJECT CODE 113-SALARY (PLUS FRINGES): NO IMPACT

OBJECT CODE 115-LONGEVITY (PLUS FRINGES): LAPSED FUNDING (Longevity)

OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NOT APPLICABLE

**COURTHOUSE SECURITY (115-044)**

| Employee No.  | Position                                          | Slot# | Obj | Grade | Step | Current Grade & Step Salary | Proposed Grade & Step Salary  | Total Requested |
|---------------|---------------------------------------------------|-------|-----|-------|------|-----------------------------|-------------------------------|-----------------|
| 1241          | Dep. Sheriff Step I                               | 0008  | 113 | -     | -    | 38,000.00                   | 0.00                          | (38,000.00)     |
| 1241          | Dep. Sheriff Step I<br>(transfer in from SHERIFF) | -     | 113 | -     | -    | 0.00                        | 38,000.00                     | 38,000.00       |
|               |                                                   |       |     |       |      |                             | <b>TOTAL SALARY</b>           | <b>0.00</b>     |
| 1241          | Dep. Sheriff Step I                               | 0008  | 115 | -     | -    | 600.00                      | 0.00                          | (600.00)        |
| 1241          | Dep. Sheriff Step I<br>(transfer in from SHERIFF) | -     | 115 | -     | -    | 0.00                        | 300.00                        | 300.00          |
|               |                                                   |       |     |       |      |                             | <b>TOTAL LONGEVITY</b>        | <b>(300.00)</b> |
| 1241          | Dep. Sheriff Step I                               | 0008  | 117 | -     | -    | 0.00                        | 0.00                          | 0.00            |
| 1241          | Dep. Sheriff Step I<br>(transfer in from SHERIFF) | -     | 117 | -     | -    | 0.00                        | 0.00                          | 0.00            |
|               |                                                   |       |     |       |      |                             | <b>TOTAL SUPPLEMENTAL PAY</b> | <b>0.00</b>     |
| <b>TOTAL:</b> |                                                   |       |     |       |      | <b>38,600.00</b>            | <b>38,300.00</b>              | <b>(300.00)</b> |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME               | AMOUNT            |
|-------------------------------------|----------------------------------------|-------------------|
| 1-1241-421-23-115-044-0- 113        | COURTHOUSE SECURITY- REG F/T EMPLOYEES | \$0.00            |
| 1-1241-421-23-115-044-0- 115        | COURTHOUSE SECURITY- LONGEVITY         | (\$200.77)        |
| 1-1241-421-23-115-044-0- 117        | COURTHOUSE SECURITY- SUPPLEMENTAL PAY  | \$0.00            |
| 1-1241-421-23-115-044-0- 211        | COURTHOUSE SECURITY- HEALTH            | \$0.00            |
| 1-1241-421-23-115-044-0- 212        | COURTHOUSE SECURITY- LIFE              | \$0.00            |
| 1-1241-421-23-115-044-0- 220        | COURTHOUSE SECURITY- FICA              | (\$15.36)         |
| 1-1241-421-23-115-044-0- 230        | COURTHOUSE SECURITY- RETIREMENT        | (\$19.11)         |
| 1-1241-421-23-115-044-0- 250        | COURTHOUSE SECURITY- UNEMPLOYMENT COMP | (\$1.00)          |
| 1-1241-421-23-115-044-0- 260        | COURTHOUSE SECURITY- WORKERS COMP      | \$0.00            |
| <b>2010 Budgetary Impact</b>        |                                        | <b>(\$236.24)</b> |

2011 Budgetary Impact:

**(\$353.01)**

**Possible Funding Sources:**

OBJECT CODE 113-SALARY(PLUS FRINGES): NO BUDGETARY IMPACT

OBJECT CODE 115-LONGEVITY PAY (PLUS FRINGES): NO BUDGETARY IMPACT/ COST SAVINGS

OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NOT APPLICABLE

**Budget Office Recommendation:**

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE                 | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|--------------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                                |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0001   | 111      | COUNTY SHERIFF                 |       |      |                          | \$136,500.00                  | \$136,500.00  | \$0.00           | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$140,100.00                   |
| 0002   | 113      | CHIEF DEPUTY                   |       |      |                          | \$85,000.00                   | \$85,000.00   | \$1,080.00       | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$89,880.00                    |
| 0003   | 113      | DIVISION COMM                  |       |      |                          | \$75,000.00                   | \$75,000.00   | \$1,260.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$78,560.00                    |
| 0004   | 113      | DIVISION COMM                  |       |      |                          | \$75,000.00                   | \$75,000.00   | \$1,200.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$78,500.00                    |
| 0005   | 113      | CAPTAIN                        |       |      |                          | \$65,000.00                   | \$0.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0006   | 113      | CAPTAIN                        |       |      |                          | \$65,000.00                   | \$65,000.00   | \$1,380.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$68,680.00                    |
| 0007   | 113      | CAPTAIN                        |       |      |                          | \$65,000.00                   | \$65,000.00   | \$1,320.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$68,620.00                    |
| 0008   | 113      | CAPTAIN                        |       |      |                          | \$65,000.00                   | \$65,000.00   | \$360.00         | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$67,660.00                    |
| 0009   | 113      | CHIEF ADMINISTRATOR            | 18    | 0    | \$65,253.00              | \$65,253.00                   | \$65,253.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$66,113.00                    |
| 0010   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$54,180.00   | \$1,740.00       | \$0.00        | \$3,300.00   | \$0.00      | \$0.00       | \$59,220.00                    |
| 0011   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$0.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0012   | 113      | LIEUTENANT STEP II             |       |      |                          | \$52,348.00                   | \$52,348.00   | \$960.00         | \$0.00        | \$3,000.00   | \$0.00      | \$500.00     | \$56,808.00                    |
| 0013   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$54,180.00   | \$1,260.00       | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$57,240.00                    |
| 0014   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$54,180.00   | \$1,320.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$57,800.00                    |
| 0015   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$54,180.00   | \$900.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$56,780.00                    |
| 0016   | 113      | INFORMATION TECHNOLOGY MANAGER | 15    | 1    | \$54,526.00              | \$54,526.00                   | \$54,526.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$55,026.00                    |
| 0018   | 113      | LIEUTENANT STEP II             |       |      |                          | \$52,348.00                   | \$52,348.00   | \$720.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$54,868.00                    |
| 0019   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$54,180.00   | \$1,560.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$58,040.00                    |
| 0020   | 113      | LIEUTENANT STEP III            |       |      |                          | \$54,180.00                   | \$54,180.00   | \$960.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$56,840.00                    |
| 0021   | 113      | ACCOUNTANT III                 | 12    | 4    | \$47,829.00              | \$47,829.00                   | \$47,858.00   | \$1,800.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$49,658.00                    |
| 0022   | 113      | SERGEANT STEP II               |       |      |                          | \$47,589.00                   | \$47,589.00   | \$900.00         | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$50,789.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE                    | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|-----------------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                                   |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0023   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$720.00         | \$0.00        | \$3,300.00   | \$0.00      | \$0.00       | \$53,275.00                    |
| 0024   | 113      | SERGEANT STEP I                   |       |      |                          | \$45,980.00                   | \$45,980.00   | \$540.00         | \$0.00        | \$600.00     | \$0.00      | \$500.00     | \$47,620.00                    |
| 0025   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$1,260.00       | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$52,315.00                    |
| 0026   | 113      | SERGEANT STEP II                  |       |      |                          | \$47,589.00                   | \$47,589.00   | \$720.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$50,009.00                    |
| 0027   | 113      | SERGEANT STEP II                  |       |      |                          | \$47,589.00                   | \$47,589.00   | \$720.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$50,009.00                    |
| 0028   | 113      | SERGEANT STEP II                  |       |      |                          | \$47,589.00                   | \$47,589.00   | \$660.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$49,449.00                    |
| 0029   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$1,200.00       | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$52,755.00                    |
| 0030   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$720.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$51,775.00                    |
| 0031   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$660.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$51,615.00                    |
| 0032   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$840.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$51,795.00                    |
| 0033   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$600.00         | \$0.00        | \$600.00     | \$0.00      | \$0.00       | \$50,455.00                    |
| 0034   | 113      | CRIME SCENE SPECIALIST SUPERVISOR | 13    | 1    | \$46,747.00              | \$46,747.00                   | \$46,747.00   | \$1,500.00       | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$48,747.00                    |
| 0035   | 113      | SERGEANT STEP I                   |       |      |                          | \$45,980.00                   | \$45,980.00   | \$420.00         | \$0.00        | \$1,500.00   | \$0.00      | \$0.00       | \$47,900.00                    |
| 0036   | 113      | SERGEANT STEP II                  |       |      |                          | \$47,589.00                   | \$47,589.00   | \$1,260.00       | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$50,649.00                    |
| 0037   | 113      | SERGEANT STEP I                   |       |      |                          | \$45,980.00                   | \$45,980.00   | \$660.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$47,840.00                    |
| 0038   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$960.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$51,415.00                    |
| 0039   | 113      | SERGEANT STEP I                   |       |      |                          | \$45,980.00                   | \$45,980.00   | \$300.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$47,480.00                    |
| 0040   | 113      | SERGEANT STEP III                 |       |      |                          | \$49,255.00                   | \$49,255.00   | \$960.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$51,915.00                    |
| 0041   | 113      | SERGEANT STEP II                  |       |      |                          | \$47,589.00                   | \$47,589.00   | \$720.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$49,509.00                    |
| 0042   | 113      | CRIME SCENE SPECIALIST            | 12    | 2    | \$44,799.00              | \$44,799.00                   | \$44,799.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$45,899.00                    |
| 0043   | 113      | CRIME SCENE SPECIALIST            | 12    | 2    | \$44,799.00              | \$44,799.00                   | \$44,799.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$45,899.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE              | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|-----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                             |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0044   | 113      | CRIME SCENE SPECIALIST      | 12    | 2    | \$44,799.00              | \$44,799.00                   | \$44,799.00   | \$540.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$45,839.00                    |
| 0045   | 113      | MECHANIC V                  | 12    | 1    | \$43,284.00              | \$43,284.00                   | \$43,363.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,663.00                    |
| 0046   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,680.00       | \$0.00        | \$3,900.00   | \$0.00      | \$0.00       | \$50,357.00                    |
| 0047   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,440.00       | \$0.00        | \$3,900.00   | \$0.00      | \$500.00     | \$50,617.00                    |
| 0048   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,620.00       | \$0.00        | \$3,900.00   | \$0.00      | \$500.00     | \$50,797.00                    |
| 0049   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$47,283.00                    |
| 0050   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,500.00       | \$0.00        | \$3,900.00   | \$0.00      | \$0.00       | \$50,177.00                    |
| 0051   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$960.00         | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$49,337.00                    |
| 0052   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,440.00       | \$0.00        | \$3,900.00   | \$0.00      | \$500.00     | \$50,617.00                    |
| 0053   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,080.00       | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,657.00                    |
| 0054   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,020.00       | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,597.00                    |
| 0055   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,500.00       | \$0.00        | \$3,600.00   | \$0.00      | \$500.00     | \$50,377.00                    |
| 0056   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,360.00                    |
| 0057   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,297.00                    |
| 0058   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$40,780.00                    |
| 0059   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,297.00                    |
| 0060   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$1,500.00   | \$0.00      | \$0.00       | \$39,620.00                    |
| 0061   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$47,543.00                    |
| 0062   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$480.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$39,680.00                    |
| 0063   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,297.00                    |
| 0064   | 113      | DEPUTY SHERIFF STEP II      |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$2,100.00   | \$0.00      | \$0.00       | \$41,670.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE                 | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|--------------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                                |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0065   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0066   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$48,697.00                    |
| 0067   | 113      | SR. DEPUTY SHERIFF STEP II     |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,743.00                    |
| 0068   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0069   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,000.00                    |
| 0070   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,360.00                    |
| 0071   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,600.00                    |
| 0072   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,237.00                    |
| 0073   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,237.00                    |
| 0074   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,200.00       | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$49,577.00                    |
| 0075   | 113      | SENIOR DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$600.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$46,577.00                    |
| 0076   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0077   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$600.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$48,577.00                    |
| 0078   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$600.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,177.00                    |
| 0079   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,080.00       | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,657.00                    |
| 0080   | 113      | SR. DEPUTY SHERIFF STEP I      |       |      |                          | \$41,800.00                   | \$41,800.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,820.00                    |
| 0081   | 113      | DEPUTY SHERIFF STEP I          |       |      |                          | \$38,000.00                   | \$38,000.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,360.00                    |
| 0082   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$780.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$48,157.00                    |
| 0083   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,297.00                    |
| 0084   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$900.00         | \$0.00        | \$2,100.00   | \$0.00      | \$0.00       | \$47,777.00                    |
| 0085   | 113      | SR. DEPUTY SHERIFF STEP III    |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$48,037.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE              | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|-----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                             |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0086   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,237.00                    |
| 0087   | 113      | DEPUTY SHERIFF STEP II      |       |      |                          | \$39,330.00                   | \$39,330.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,510.00                    |
| 0088   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$600.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$49,177.00                    |
| 0089   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$780.00         | \$0.00        | \$3,300.00   | \$0.00      | \$0.00       | \$48,857.00                    |
| 0090   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$540.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$47,917.00                    |
| 0091   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$540.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$47,917.00                    |
| 0092   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,260.00       | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$47,837.00                    |
| 0093   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$60.00          | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,060.00                    |
| 0094   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$3,000.00   | \$0.00      | \$0.00       | \$48,497.00                    |
| 0095   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$48,637.00                    |
| 0096   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0097   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |
| 0098   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,260.00       | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$47,237.00                    |
| 0099   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,380.00       | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$47,357.00                    |
| 0100   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,080.00       | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$47,057.00                    |
| 0101   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$1,500.00       | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$47,477.00                    |
| 0102   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$960.00         | \$0.00        | \$3,900.00   | \$0.00      | \$500.00     | \$50,137.00                    |
| 0103   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0104   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$47,237.00                    |
| 0105   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$600.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$46,577.00                    |
| 0106   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$47,297.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE              | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|-----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                             |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0107   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$720.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$47,297.00                    |
| 0108   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0109   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0110   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$5,100.00   | \$0.00      | \$500.00     | \$49,163.00                    |
| 0111   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$4,500.00   | \$0.00      | \$0.00       | \$48,243.00                    |
| 0112   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$39,320.00                    |
| 0113   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0114   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$46,637.00                    |
| 0115   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$47,603.00                    |
| 0116   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$40,900.00                    |
| 0117   | 113      | SR. DEPUTY SHERIFF STEP III |       |      |                          | \$44,777.00                   | \$44,777.00   | \$660.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$46,637.00                    |
| 0118   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$2,400.00   | \$0.00      | \$0.00       | \$46,203.00                    |
| 0119   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$47,603.00                    |
| 0120   | 113      | DEPUTY SHERIFF STEP I       |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0121   | 113      | SR. DEPUTY SHERIFF STEP I   |       |      |                          | \$41,800.00                   | \$41,800.00   | \$300.00         | \$0.00        | \$4,200.00   | \$0.00      | \$500.00     | \$46,800.00                    |
| 0122   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$46,943.00                    |
| 0123   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$1,500.00       | \$0.00        | \$3,900.00   | \$0.00      | \$0.00       | \$48,663.00                    |
| 0124   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,403.00                    |
| 0125   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$780.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$47,243.00                    |
| 0126   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,283.00                    |
| 0127   | 113      | SR. DEPUTY SHERIFF STEP II  |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,683.00                    |



**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE             | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                            |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0128   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,283.00                    |
| 0129   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,683.00                    |
| 0130   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$47,543.00                    |
| 0131   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$600.00         | \$0.00        | \$3,000.00   | \$0.00      | \$0.00       | \$46,863.00                    |
| 0132   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$1,800.00   | \$0.00      | \$500.00     | \$46,103.00                    |
| 0133   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$2,700.00   | \$0.00      | \$0.00       | \$46,503.00                    |
| 0134   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$660.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$47,123.00                    |
| 0135   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0136   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$47,003.00                    |
| 0137   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$45,603.00                    |
| 0138   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$2,100.00   | \$0.00      | \$0.00       | \$40,400.00                    |
| 0139   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,683.00                    |
| 0140   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$2,400.00   | \$0.00      | \$0.00       | \$46,083.00                    |
| 0141   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,283.00                    |
| 0142   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0143   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$360.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,223.00                    |
| 0144   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$360.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,223.00                    |
| 0145   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0146   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$720.00         | \$0.00        | \$3,000.00   | \$0.00      | \$500.00     | \$47,483.00                    |
| 0147   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$2,100.00   | \$0.00      | \$0.00       | \$40,280.00                    |
| 0148   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$420.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$40,220.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE             | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                            |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0149   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$40,780.00                    |
| 0150   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0151   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$1,200.00   | \$0.00      | \$500.00     | \$45,383.00                    |
| 0152   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$45,363.00                    |
| 0153   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$47,163.00                    |
| 0154   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$660.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,523.00                    |
| 0155   | 113      | SR. DEPUTY SHERIFF STEP I  |       |      |                          | \$41,800.00                   | \$41,800.00   | \$240.00         | \$0.00        | \$1,500.00   | \$0.00      | \$0.00       | \$43,540.00                    |
| 0156   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,420.00                    |
| 0157   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$47,363.00                    |
| 0158   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,403.00                    |
| 0159   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$540.00         | \$0.00        | \$600.00     | \$0.00      | \$0.00       | \$44,403.00                    |
| 0160   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$45,363.00                    |
| 0161   | 113      | SR. DEPUTY SHERIFF STEP I  |       |      |                          | \$41,800.00                   | \$41,800.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,820.00                    |
| 0162   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,743.00                    |
| 0163   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,743.00                    |
| 0164   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$600.00     | \$0.00      | \$0.00       | \$44,343.00                    |
| 0165   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$0.00       | \$45,783.00                    |
| 0166   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0167   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$43,683.00                    |
| 0168   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$360.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,223.00                    |
| 0169   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$600.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$47,063.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE             | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                            |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0170   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$44,883.00                    |
| 0171   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$46,283.00                    |
| 0172   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0173   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0174   | 113      | DEPUTY SHERIFF STEP II     |       |      |                          | \$39,330.00                   | \$39,330.00   | \$180.00         | \$0.00        | \$3,600.00   | \$0.00      | \$500.00     | \$43,610.00                    |
| 0175   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$46,943.00                    |
| 0176   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$480.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$44,943.00                    |
| 0177   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$3,300.00   | \$0.00      | \$0.00       | \$46,863.00                    |
| 0178   | 113      | SR. DEPUTY SHERIFF STEP II |       |      |                          | \$43,263.00                   | \$43,263.00   | \$300.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$46,763.00                    |
| 0179   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |
| 0180   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$3,600.00   | \$0.00      | \$500.00     | \$42,280.00                    |
| 0181   | 113      | ACCOUNTANT II              | 10    | 4    | \$41,006.00              | \$41,006.00                   | \$41,006.00   | \$1,620.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$42,626.00                    |
| 0182   | 113      | MECHANIC IV                | 10    | 3    | \$39,707.00              | \$39,707.00                   | \$39,940.00   | \$780.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$40,720.00                    |
| 0183   | 113      | MECHANIC IV                | 10    | 3    | \$39,707.00              | \$39,707.00                   | \$39,940.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,940.00                    |
| 0184   | 113      | MECHANIC IV                | 10    | 3    | \$39,707.00              | \$39,707.00                   | \$39,940.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$40,360.00                    |
| 0185   | 113      | MECHANIC IV                | 10    | 3    | \$39,707.00              | \$39,707.00                   | \$39,940.00   | \$540.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$40,480.00                    |
| 0186   | 113      | MECHANIC IV                | 10    | 3    | \$39,707.00              | \$39,707.00                   | \$39,940.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,940.00                    |
| 0187   | 113      | MECHANIC IV                | 10    | 3    | \$39,707.00              | \$39,707.00                   | \$39,940.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$40,240.00                    |
| 0188   | 113      | DEPUTY SHERIFF STEP I      |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |
| 0189   | 113      | SR. DEPUTY SHERIFF STEP I  |       |      |                          | \$41,800.00                   | \$41,800.00   | \$360.00         | \$0.00        | \$4,800.00   | \$0.00      | \$0.00       | \$46,960.00                    |
| 0190   | 113      | SR. DEPUTY SHERIFF STEP I  |       |      |                          | \$41,800.00                   | \$41,800.00   | \$300.00         | \$0.00        | \$2,700.00   | \$0.00      | \$500.00     | \$45,300.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE            | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|---------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                           |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0191   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$300.00         | \$0.00        | \$3,600.00   | \$0.00      | \$500.00     | \$46,200.00                    |
| 0192   | 113      | DEPUTY SHERIFF STEP I     |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |
| 0193   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$660.00         | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$46,060.00                    |
| 0194   | 113      | DEPUTY SHERIFF STEP I     |       |      |                          | \$38,000.00                   | \$38,000.00   | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,120.00                    |
| 0195   | 113      | DEPUTY SHERIFF STEP II    |       |      |                          | \$39,330.00                   | \$39,330.00   | \$180.00         | \$0.00        | \$3,300.00   | \$0.00      | \$0.00       | \$42,810.00                    |
| 0196   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$240.00         | \$0.00        | \$3,600.00   | \$0.00      | \$0.00       | \$45,640.00                    |
| 0197   | 113      | DEPUTY SHERIFF STEP II    |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$3,600.00   | \$0.00      | \$500.00     | \$43,670.00                    |
| 0198   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$300.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$45,900.00                    |
| 0199   | 113      | DEPUTY SHERIFF STEP I     |       |      |                          | \$38,000.00                   | \$38,000.00   | \$540.00         | \$0.00        | \$600.00     | \$0.00      | \$0.00       | \$39,140.00                    |
| 0200   | 113      | DEPUTY SHERIFF STEP II    |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$40,770.00                    |
| 0201   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$240.00         | \$0.00        | \$3,000.00   | \$0.00      | \$0.00       | \$45,040.00                    |
| 0202   | 113      | DEPUTY SHERIFF STEP II    |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$41,370.00                    |
| 0203   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$240.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$45,840.00                    |
| 0204   | 113      | DEPUTY SHERIFF STEP II    |       |      |                          | \$39,330.00                   | \$39,330.00   | \$720.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$43,850.00                    |
| 0205   | 113      | DEPUTY SHERIFF STEP I     |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |
| 0206   | 113      | DEPUTY SHERIFF STEP I     |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0207   | 113      | DEPUTY SHERIFF STEP II    |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,570.00                    |
| 0208   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$300.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$43,900.00                    |
| 0209   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$480.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,880.00                    |
| 0210   | 113      | SR. DEPUTY SHERIFF STEP I |       |      |                          | \$41,800.00                   | \$41,800.00   | \$240.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,640.00                    |
| 0211   | 113      | DEPUTY SHERIFF STEP I     |       |      |                          | \$38,000.00                   | \$38,000.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,360.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot #                                                                                       | Obj Code   | POSITION TITLE                                                                      | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY      | Other Allowances                                                                      |               |               |               |               | 2010 ACTUAL TOTAL COMPENSATION |
|----------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------|-------|------|--------------------------|-------------------------------|--------------------|---------------------------------------------------------------------------------------|---------------|---------------|---------------|---------------|--------------------------------|
|                                                                                              |            |                                                                                     |       |      |                          |                               |                    | Longevity 115                                                                         | Interpet. 116 | Supplem. 117  | Auto A. 118   | Clothing 119  |                                |
| 0212                                                                                         | 113        | SR. DEPUTY SHERIFF STEP I                                                           |       |      |                          | \$41,800.00                   | \$41,800.00        | \$480.00                                                                              | \$0.00        | \$2,100.00    | \$0.00        | \$500.00      | \$44,880.00                    |
| 0213                                                                                         | 113        | SR. DEPUTY SHERIFF STEP I                                                           |       |      |                          | \$41,800.00                   | \$41,800.00        | \$360.00                                                                              | \$0.00        | \$2,100.00    | \$0.00        | \$500.00      | \$44,760.00                    |
| 0214                                                                                         | 113        | SR. DEPUTY SHERIFF STEP I                                                           |       |      |                          | \$41,800.00                   | \$41,800.00        | \$360.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$42,160.00                    |
| 0215                                                                                         | 113        | SR. DEPUTY SHERIFF STEP II                                                          |       |      |                          | \$43,263.00                   | \$43,263.00        | \$420.00                                                                              | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$45,483.00                    |
| 0216                                                                                         | 113        | SR. DEPUTY SHERIFF STEP I                                                           |       |      |                          | \$41,800.00                   | \$41,800.00        | \$420.00                                                                              | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$44,020.00                    |
| 0217                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$120.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,120.00                    |
| 0218                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$420.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,420.00                    |
| 0219                                                                                         | 113        | SR. DEPUTY SHERIFF STEP I                                                           |       |      |                          | \$41,800.00                   | \$41,800.00        | \$480.00                                                                              | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$44,080.00                    |
| 0220                                                                                         | 113        | DEPUTY SHERIFF STEP II                                                              |       |      |                          | \$39,330.00                   | \$39,330.00        | \$240.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$39,570.00                    |
| 0221                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$480.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,480.00                    |
| 0222                                                                                         | 113        | SR. DEPUTY SHERIFF STEP I                                                           |       |      |                          | \$41,800.00                   | \$41,800.00        | \$240.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$42,040.00                    |
| 0223                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$120.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,120.00                    |
| 0224                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$960.00                                                                              | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$40,160.00                    |
| 0225                                                                                         | 113        | DEPUTY SHERIFF STEP II                                                              |       |      |                          | \$39,330.00                   | \$39,330.00        | \$240.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$39,570.00                    |
| 0226                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$300.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$38,300.00                    |
| 0227                                                                                         | 113        | DEPUTY SHERIFF STEP II                                                              |       |      |                          | \$39,330.00                   | \$39,330.00        | \$180.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$39,510.00                    |
| 0228                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$420.00                                                                              | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$40,220.00                    |
| <b>EMPLOYEE (099007) TRANSFER FROM COURTHOUSE SEC. BUDGET. SAME SALARY &amp; POS. TITLE.</b> |            |                                                                                     |       |      |                          |                               |                    | <b>\$600.00</b>                                                                       |               |               |               |               |                                |
|                                                                                              |            |  |       |      |                          |                               |                    |  |               |               |               |               |                                |
| <b>0229</b>                                                                                  | <b>113</b> | <b>DEPUTY SHERIFF STEP I</b>                                                        |       |      |                          | <b>\$38,000.00</b>            | <b>\$38,000.00</b> | <del>\$300.00</del>                                                                   | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$38,600.00</b>             |
| 0230                                                                                         | 113        | DEPUTY SHERIFF STEP II                                                              |       |      |                          | \$39,330.00                   | \$39,330.00        | \$240.00                                                                              | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$39,570.00                    |
| 0231                                                                                         | 113        | DEPUTY SHERIFF STEP I                                                               |       |      |                          | \$38,000.00                   | \$38,000.00        | \$180.00                                                                              | \$0.00        | \$3,300.00    | \$0.00        | \$500.00      | \$41,980.00                    |

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|--------|----------|----------------------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                                        |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0232   | 113      | DEPUTY SHERIFF STEP II                 |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$3,000.00   | \$0.00      | \$500.00     | \$43,070.00                    |
| 0233   | 113      | DEPUTY SHERIFF STEP II                 |       |      |                          | \$39,330.00                   | \$39,330.00   | \$240.00         | \$0.00        | \$1,800.00   | \$0.00      | \$0.00       | \$41,370.00                    |
| 0234   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$480.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$39,680.00                    |
| 0235   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0236   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,360.00                    |
| 0237   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |
| 0238   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0239   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,480.00                    |
| 0240   | 113      | CRIMINAL INTELLIGENCE RESEARCH ANALYST | 9     | 2    | \$35,563.00              | \$35,563.00                   | \$35,563.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$36,483.00                    |
| 0241   | 113      | EVIDENCE TECHNICIAN                    | 9     | 1    | \$34,360.00              | \$34,360.00                   | \$34,834.00   | \$660.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$35,994.00                    |
| 0242   | 113      | EVIDENCE TECHNICIAN                    | 9     | 1    | \$34,360.00              | \$34,360.00                   | \$34,834.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$35,754.00                    |
| 0243   | 113      | HUMAN RESOURCES SPECIALIST II          | 8     | 2    | \$32,929.00              | \$32,929.00                   | \$33,141.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$33,561.00                    |
| 0244   | 113      | COMMUNICATIONS OFFICER                 | 7     | 3    | \$31,520.00              | \$31,520.00                   | \$31,855.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$32,455.00                    |
| 0245   | 113      | COMMUNICATIONS OFFICER                 | 7     | 3    | \$31,520.00              | \$31,520.00                   | \$31,855.00   | \$720.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$32,575.00                    |
| 0246   | 113      | COMMUNICATIONS OFFICER                 | 7     | 3    | \$31,520.00              | \$31,520.00                   | \$31,855.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$31,855.00                    |
| 0247   | 113      | QUARTER MASTER                         | 8     | 1    | \$31,815.00              | \$31,815.00                   | \$31,815.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$32,415.00                    |
| 0248   | 113      | ADMINISTRATIVE ASSISTANT III           | 8     | 2    | \$32,929.00              | \$32,929.00                   | \$33,075.00   | \$1,200.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$34,275.00                    |
| 0249   | 113      | ACCOUNTANT I                           | 8     | 1    | \$31,815.00              | \$31,815.00                   | \$31,815.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$31,815.00                    |
| 0250   | 113      | COMMUNICATIONS OFFICER                 | 7     | 0    | \$27,985.00              | \$27,985.00                   | \$27,985.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,985.00                    |
| 0251   | 113      | COMMUNICATIONS OFFICER                 | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0252   | 113      | COMMUNICATIONS OFFICER                 | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$31,089.00                    |

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|--------|----------|-----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                             |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0253   | 113      | COMMUNICATIONS OFFICER      | 7     | 0    | \$27,985.00              | \$27,985.00                   | \$27,985.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,985.00                    |
| 0254   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0255   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0256   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0257   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$1,080.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$31,569.00                    |
| 0258   | 113      | COMMUNICATIONS OFFICER      | 7     | 1    | \$29,458.00              | \$29,458.00                   | \$29,458.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,458.00                    |
| 0259   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0260   | 113      | COMMUNICATIONS OFFICER      | 7     | 1    | \$29,458.00              | \$29,458.00                   | \$29,458.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,458.00                    |
| 0261   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$1,140.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$31,629.00                    |
| 0262   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0263   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,969.00                    |
| 0264   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0265   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0266   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0267   | 113      | COMMUNICATIONS OFFICER      | 7     | 1    | \$29,458.00              | \$29,458.00                   | \$29,458.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,458.00                    |
| 0268   | 113      | COMMUNICATIONS OFFICER      | 7     | 1    | \$29,458.00              | \$29,458.00                   | \$29,458.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$29,458.00                    |
| 0269   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,489.00                    |
| 0270   | 113      | COMMUNICATIONS OFFICER      | 7     | 2    | \$30,489.00              | \$30,489.00                   | \$30,489.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,909.00                    |
| 0272   | 113      | ADMINISTRATIVE ASSISTANT II | 6     | 5    | \$31,096.00              | \$31,096.00                   | \$31,096.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$32,196.00                    |
| 0273   | 113      | ASSISTANT QUARTER MASTER    | 7     | 1    | \$29,458.00              | \$29,458.00                   | \$29,458.00   | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,058.00                    |
| 0274   | 113      | ADMINISTRATIVE ASSISTANT I  | 4     | 5    | \$26,657.00              | \$26,657.00                   | \$26,737.00   | \$1,260.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,997.00                    |

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|--------|----------|----------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                            |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0275   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 5    | \$26,657.00              | \$26,657.00                   | \$26,737.00   | \$780.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,517.00                    |
| 0276   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 5    | \$26,657.00              | \$26,657.00                   | \$26,737.00   | \$1,140.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,877.00                    |
| 0277   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 5    | \$26,657.00              | \$26,657.00                   | \$26,737.00   | \$780.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,517.00                    |
| 0278   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 5    | \$26,657.00              | \$26,657.00                   | \$26,737.00   | \$1,260.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,997.00                    |
| 0279   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 4    | \$25,839.00              | \$25,839.00                   | \$0.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0280   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 4    | \$25,839.00              | \$25,839.00                   | \$26,084.00   | \$840.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,924.00                    |
| 0281   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 4    | \$25,839.00              | \$25,839.00                   | \$26,084.00   | \$780.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,864.00                    |
| 0282   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 4    | \$25,839.00              | \$25,839.00                   | \$26,084.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,084.00                    |
| 0283   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 4    | \$25,839.00              | \$25,839.00                   | \$26,084.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,084.00                    |
| 0284   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 4    | \$25,839.00              | \$25,839.00                   | \$26,084.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,504.00                    |
| 0285   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 1    | \$23,385.00              | \$23,385.00                   | \$23,385.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,385.00                    |
| 0287   | 113      | CUSTODIAN II               | 3     | 2    | \$22,411.00              | \$22,411.00                   | \$22,411.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,411.00                    |
| 0288   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 3    | \$25,021.00              | \$25,021.00                   | \$25,021.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,321.00                    |
| 0289   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 1    | \$23,385.00              | \$23,385.00                   | \$23,385.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$23,385.00                    |
| 0290   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 3    | \$25,021.00              | \$25,021.00                   | \$25,021.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,321.00                    |
| 0291   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 3    | \$25,021.00              | \$25,021.00                   | \$25,021.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,021.00                    |
| 0292   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 3    | \$25,021.00              | \$25,021.00                   | \$25,021.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,021.00                    |
| 0293   | 113      | ADMINISTRATIVE ASSISTANT I | 4     | 3    | \$25,021.00              | \$25,021.00                   | \$25,021.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,021.00                    |
| 0294   | 113      | CUSTODIAN II               | 3     | 2    | \$22,411.00              | \$22,411.00                   | \$22,411.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,711.00                    |
| 0295   | 113      | CUSTODIAN II               | 3     | 2    | \$22,411.00              | \$22,411.00                   | \$22,411.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,831.00                    |
| 0296   | 113      | CUSTODIAN II               | 3     | 2    | \$22,411.00              | \$22,411.00                   | \$22,411.00   | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,831.00                    |



**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE                         | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------|----------|----------------------------------------|-------|------|--------------------------|-------------------------------|---------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                                        |       |      |                          |                               |               | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0297   | 113      | CUSTODIAN II                           | 3     | 2    | \$22,411.00              | \$22,411.00                   | \$22,411.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,711.00                    |
| G313   | 113      | CRIME VICTIM LIASON                    | 10    | 2    | \$38,408.00              | \$8,427.00                    | \$8,427.00    | \$660.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$9,087.00                     |
| 0327   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0328   | 113      | SR. DEPUTY SHERIFF STEP II             |       |      |                          | \$43,263.00                   | \$43,263.00   | \$420.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$44,883.00                    |
| 0329   | 113      | SR. DEPUTY SHERIFF STEP II             |       |      |                          | \$43,263.00                   | \$43,263.00   | \$360.00         | \$0.00        | \$600.00     | \$0.00      | \$0.00       | \$44,223.00                    |
| 0330   | 113      | CRIMINAL INTELLIGENCE RESEARCH ANALYST | 9     | 2    | \$35,563.00              | \$35,563.00                   | \$35,563.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$500.00     | \$36,363.00                    |
| 0331   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0332   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,180.00                    |
| 0333   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0334   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$2,100.00   | \$0.00      | \$0.00       | \$40,280.00                    |
| 0335   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,240.00                    |
| 0336   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$180.00         | \$0.00        | \$3,300.00   | \$0.00      | \$500.00     | \$41,980.00                    |
| 0337   | 113      | DEPUTY SHERIFF STEP II                 |       |      |                          | \$39,330.00                   | \$39,330.00   | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$39,510.00                    |
| 0338   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,000.00                    |
| 0339   | 113      | SR. DEPUTY SHERIFF STEP I              |       |      |                          | \$41,800.00                   | \$41,800.00   | \$480.00         | \$0.00        | \$1,500.00   | \$0.00      | \$0.00       | \$43,780.00                    |
| 0340   | 113      | SR. DEPUTY SHERIFF STEP I              |       |      |                          | \$41,800.00                   | \$41,800.00   | \$360.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,760.00                    |
| 0341   | 113      | SR. DEPUTY SHERIFF STEP I              |       |      |                          | \$41,800.00                   | \$41,800.00   | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$42,160.00                    |
| 0342   | 113      | SR. DEPUTY SHERIFF STEP I              |       |      |                          | \$41,800.00                   | \$41,800.00   | \$240.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,640.00                    |
| 0343   | 113      | SR. DEPUTY SHERIFF STEP I              |       |      |                          | \$41,800.00                   | \$41,800.00   | \$480.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,880.00                    |
| 0344   | 113      | SR. DEPUTY SHERIFF STEP I              |       |      |                          | \$41,800.00                   | \$41,800.00   | \$420.00         | \$0.00        | \$2,100.00   | \$0.00      | \$500.00     | \$44,820.00                    |
| 0345   | 113      | DEPUTY SHERIFF STEP I                  |       |      |                          | \$38,000.00                   | \$38,000.00   | \$300.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$38,300.00                    |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2010 SALARY SCHEDULE**

**1-1100-421-00-280-001-0**

**AI - 26344**

**SHERIFF**

| Slot #       | Obj Code | POSITION TITLE              | GRADE | STEP | 2010 GRADE & STEP SALARY | 2010 APPROVED BUDGETED SALARY | ACTUAL SALARY   | Other Allowances |               |              |             |              | 2010 ACTUAL TOTAL COMPENSATION |
|--------------|----------|-----------------------------|-------|------|--------------------------|-------------------------------|-----------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|              |          |                             |       |      |                          |                               |                 | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0346         | 113      | ADMINISTRATIVE ASSISTANT II | 6     | 1    | \$27,276.00              | \$27,276.00                   | \$27,276.00     | \$900.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$28,176.00                    |
| 0347         | 113      | ADMINISTRATIVE ASSISTANT II | 6     | 1    | \$27,276.00              | \$27,276.00                   | \$27,276.00     | \$840.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$28,116.00                    |
| A348         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$60.00          | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$60.00                        |
| A349         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$600.00                       |
| A350         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$240.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$240.00                       |
| A351         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$120.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$120.00                       |
| A352         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$60.00          | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$60.00                        |
| A353         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$360.00                       |
| A354         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$480.00                       |
| A355         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$180.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$180.00                       |
| A356         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$420.00                       |
| A357         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$420.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$420.00                       |
| A358         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$240.00         | \$0.00        | \$1,200.00   | \$0.00      | \$0.00       | \$1,440.00                     |
| A359         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$360.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$360.00                       |
| A360         | 113      | DEPUTY SHERIFF              | 0     | 0    | \$0.00                   | \$0.00                        | \$0.00          | \$60.00          | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$60.00                        |
| 0361         | 113      | BUDGET MANAGER II           | 17    | 1    | \$63,599.00              | \$63,599.00                   | \$0.00          | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0362         | 113      | PROCUREMENT SPECIALIST      | 12    | 1    | \$43,284.00              | \$43,284.00                   | \$0.00          | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| <b>Total</b> |          |                             |       |      | \$2,498,961.00           | \$12,981,415.00               | \$12,734,955.00 | \$161,820.00     | \$0.00        | \$405,600.00 | \$0.00      | \$52,500.00  | \$13,354,875.00                |

**Approval of employee transfers as indicated above, pursuant to section 3.49 of the Civil Service Commission Rules.**

**NOTE: Slot # 0229**

**AI-26351****17.H.2.**

**Pct. 2 Road Maintenance - Approval to transfer various positions to Pct. 2  
Adm. and auto allowance for Chief Admin, slot 001  
CC REGULAR**

**Date:** 05/03/2011**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT**Department:** BUDGET & MANAGEMENT**Agenda Category:** Budget and Management

**Sub-category:** Salary  
Schedule  
Changes

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**Information**

**CAPTION**

Pct. 2 Road Maintenance &amp; Administration (1200):

a. Approval to transfer the following positions and employees:

| Emp. No. | Position Title                    | FROM                   |        | TO                |        | Budgeted Salary |
|----------|-----------------------------------|------------------------|--------|-------------------|--------|-----------------|
|          |                                   | Dept.                  | Slot # | Dept.             | Slot # |                 |
| Vacant   | Chief Administrator               | Rd Maint.<br>(122-006) | 001    | Adm.<br>(122-005) | 001    | \$69,337.00     |
| Vacant   | Research & Development Director   | Rd Maint.<br>(122-006) | 003    | Adm.<br>(122-005) | 004    | \$49,039.00     |
| Vacant   | Executive Assistant               | Rd Maint.<br>(122-006) | 004    | Adm.<br>(122-005) | 005    | \$45,585.00     |
| Vacant   | H.R. Coordinator                  | Rd Maint.<br>(122-006) | 005    | Adm.<br>(122-005) | 006    | \$43,680.00     |
| Vacant   | Accountant                        | Rd Maint.<br>(122-006) | 007    | Adm.<br>(122-005) | 007    | \$41,496.00     |
| 143456   | Special Projects/ Program Manager | Rd Maint.<br>(122-006) | 008    | Adm.<br>(122-005) | 003    | \$51,870.00     |
| 034339   | Administrative Assistant II       | Rd Maint.<br>(122-006) | 018    | Adm.<br>(122-005) | 008    | \$39,900.00     |
| 176109   | Clerk/ Receptionist               | Rd Maint.<br>(122-006) | 020    | Adm.<br>(122-005) | 010    | \$28,894.00     |
| 184403   | Office Clerk                      | Rd Maint.<br>(122-006) | 021    | Adm.<br>(122-005) | 011    | \$28,894.00     |
| 182729   | Office Clerk                      | Rd Maint.<br>(122-006) | 055    | Adm.<br>(122-005) | 012    | \$10,221.00     |
| 123234   | Data Entry Clerk II               | Rd Maint.<br>(122-006) | 080    | Adm.<br>(122-005) | 009    | \$29,233.00     |
| 069434   | Executive Assistant IV            | Rd Maint.<br>(122-006) | 081    | Adm.<br>(122-005) | 002    | \$68,687.00     |

b. Approval of auto allowance for slot no. 001, vacant Chief Administrator position (under Pct. 2 Adm.), in the amount of \$5,000.00.

c. Approval of interdepartmental transfer.

d. Approval of revised salary schedule.

**BACKGROUND**


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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1200-431-00-122-00X-0-XXX

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

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

**BUDGETARY IMPACT:**

Transfer of funds from Pct. 2 Road Maintenance (122-006) to Pct. 2 Administration (122-005) available as of 04/28/11.

Additional funds for auto allowance and related fringe benefit expenditures available from lapsed salaries of various vacant positions.

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**Attachments**

Link: [fiscal note](#)

Link: [interdept transfer](#)

Link: [Revised salary schedule - Pct. 2 Adm](#)

Link: [Revised salary schedule - Pct. 2 Rd Maint.](#)

Link: [PAR - auto allowance](#)

Link: [Job Description - Auto Allowance](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By  | Date                            | Status |
|---------------------------------|---------------------|--------------|---------------------------------|--------|
| 1                               | Sylvia Solis        | Sylvia Solis | 04/28/2011 02:52 PM             | APRV   |
| 2                               | Budget & Management | Erika Zamora | 04/28/2011 02:54 PM             | APRV   |
| 3                               | Rosalinda Cantu     | Rosie Cantu  | 04/28/2011 05:09 PM             | APRV   |
| 4                               | Auditor's Office    |              | 04/29/2011 11:09 AM             | NEW    |
| Form Started By: Sylvia Solis   |                     |              | Started On: 04/20/2011 11:38 AM |        |
| Final Approval Date: 04/29/2011 |                     |              |                                 |        |

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**Hidalgo County**  
**Department of Budget & Management**  
**FISCAL NOTE**

\*Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court  
From: Raul Silguero Jr., Budget Officer  
CC Date: Tuesday, May 03, 2011

Agenda Item: 26351

Summary of request/proposal:

**Pct. 2 Road Maintenance & Administration (1200):**

1. Approval to transfer the following positions and employees.
2. Approval of auto allowance for slot no. 0001, vacant Chief Administrator position (under Pct. 2 Adm.), in the amount of \$5,000.00.

| Current Budgeted |                                |       |     |                   |                      |                     |
|------------------|--------------------------------|-------|-----|-------------------|----------------------|---------------------|
| Fund             | Position                       | Slot# | Obj | Salary            | Adjustment Requested | Total Requested     |
| 1200             | Chief Administrator            | 0001  | 113 | 69,337.00         | 0.00                 | (69,337.00)         |
| 1200             | R&D Director                   | 0003  | 113 | 49,039.00         | 0.00                 | (49,039.00)         |
| 1200             | Executive Assistant            | 0004  | 113 | 45,585.00         | 0.00                 | (45,585.00)         |
| 1200             | H.R. Coordinator               | 0005  | 113 | 43,680.00         | 0.00                 | (43,680.00)         |
| 1200             | Accountant                     | 0007  | 113 | 41,496.00         | 0.00                 | (41,496.00)         |
| 1200             | Special Projects/ Program Mgr. | 0008  | 113 | 51,870.00         | 0.00                 | (51,870.00)         |
| 1200             | Administrative Assistant II    | 0018  | 113 | 39,900.00         | 0.00                 | (39,900.00)         |
| 1200             | Clerk/ Receptionist            | 0020  | 113 | 28,894.00         | 0.00                 | (28,894.00)         |
| 1200             | Office Clerk                   | 0021  | 113 | 28,894.00         | 0.00                 | (28,894.00)         |
| 1200             | Office Clerk                   | 0055  | 114 | 10,221.00         | 0.00                 | (10,221.00)         |
| 1200             | Data Entry Clerk II            | 0080  | 113 | 29,223.00         | 0.00                 | (29,223.00)         |
| 1200             | Executive Assistant IV         | 0081  | 113 | 68,687.00         | 0.00                 | (68,687.00)         |
| <b>TOTAL:</b>    |                                |       |     | <b>506,826.00</b> | <b>0.00</b>          | <b>(506,826.00)</b> |

Budgetary Impact:

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME               | AMOUNT                |
|-------------------------------------|----------------------------------------|-----------------------|
| 1-1200-431-00-122-006-0- 113        | PCT. 2 ROAD MAINT. - REG F/T EMPLOYEES | (\$332,343.35)        |
| 1-1200-431-00-122-006-0- 114        | PCT. 2 ROAD MAINT. - REG P/T EMPLOYEES | (\$6,840.21)          |
| 1-1200-431-00-122-006-0- 115        | PCT. 2 ROAD MAINT. - LONGEVITY PAY     | (\$1,606.15)          |
| 1-1200-431-00-122-006-0- 211        | PCT. 2 ROAD MAINT. - HEALTH INSURANCE  | (\$28,910.76)         |
| 1-1200-431-00-122-006-0- 212        | PCT. 2 ROAD MAINT. - LIFE INSURANCE    | (\$216.84)            |
| 1-1200-431-00-122-006-0- 220        | PCT. 2 ROAD MAINT. - FICA              | (\$26,070.42)         |
| 1-1200-431-00-122-006-0- 230        | PCT. 2 ROAD MAINT. - RETIREMENT        | (\$32,715.81)         |
| 1-1200-431-00-122-006-0- 250        | PCT. 2 ROAD MAINT. - UNEMPLOYMENT COMP | (\$1,703.95)          |
| 1-1200-431-00-122-006-0- 260        | PCT. 2 ROAD MAINT. - WORKER'S COMP     | \$0.00                |
| <b>2011 Budgetary Impact</b>        |                                        | <b>(\$430,407.49)</b> |

2012 Budgetary Impact: (\$643,137.63)

Possible Funding Sources: [TRANSFER OF FUNDS,](#)  
[PENDING INTERDEPT. TRANSFER TO PCT. 2 ADM. \(122-005\)](#)  
**ADMINISTRATION (122-005)**

| Fund          | Position                       | Slot# | Obj | Salary      | Adjustment Requested | Total Requested   |
|---------------|--------------------------------|-------|-----|-------------|----------------------|-------------------|
| 1200          | Chief Administrator            | 0001  | 113 | 0.00        | 69,337.00            | 69,337.00         |
| 1200          | Chief Administrator            | 0001  | 118 | 0.00        | 5,000.00             | 5,000.00          |
| 1200          | Executive Assistant IV         | 0002  | 113 | 0.00        | 68,687.00            | 68,687.00         |
| 1200          | Special Projects/ Program Mgr. | 0003  | 113 | 0.00        | 51,870.00            | 51,870.00         |
| 1200          | R&D Director                   | 0004  | 113 | 0.00        | 49,039.00            | 49,039.00         |
| 1200          | Executive Assistant            | 0005  | 113 | 0.00        | 45,585.00            | 45,585.00         |
| 1200          | H.R. Coordinator               | 0006  | 113 | 0.00        | 43,680.00            | 43,680.00         |
| 1200          | Accountant                     | 0007  | 113 | 0.00        | 41,496.00            | 41,496.00         |
| 1200          | Administrative Assistant II    | 0008  | 113 | 0.00        | 39,900.00            | 39,900.00         |
| 1200          | Data Entry Clerk II            | 0009  | 113 | 0.00        | 29,223.00            | 29,223.00         |
| 1200          | Clerk/ Receptionist            | 0010  | 113 | 0.00        | 28,894.00            | 28,894.00         |
| 1200          | Office Clerk                   | 0011  | 113 | 0.00        | 28,894.00            | 28,894.00         |
| 1200          | Office Clerk                   | 0012  | 114 | 0.00        | 10,221.00            | 10,221.00         |
| <b>TOTAL:</b> |                                |       |     | <b>0.00</b> | <b>511,826.00</b>    | <b>511,826.00</b> |

Budgetary Impact:

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME          | AMOUNT              |
|-------------------------------------|-----------------------------------|---------------------|
| 1-1200-431-00-122-005-0- 113        | PCT. 2 ADMIN. - REG F/T EMPLOYEES | \$332,343.35        |
| 1-1200-431-00-122-005-0- 114        | PCT. 2 ADMIN. - REG P/T EMPLOYEES | \$6,840.21          |
| 1-1200-431-00-122-005-0- 115        | PCT. 2 ADMIN. - LONGEVITY PAY     | \$1,606.15          |
| 1-1200-431-00-122-005-0- 118        | PCT. 2 ADMIN. - AUTO ALLOWANCE    | \$3,346.15          |
| 1-1200-431-00-122-005-0- 211        | PCT. 2 ADMIN. - HEALTH INSURANCE  | \$28,910.76         |
| 1-1200-431-00-122-005-0- 212        | PCT. 2 ADMIN. - LIFE INSURANCE    | \$216.84            |
| 1-1200-431-00-122-005-0- 220        | PCT. 2 ADMIN. - FICA              | \$26,326.40         |
| 1-1200-431-00-122-005-0- 230        | PCT. 2 ADMIN. - RETIREMENT        | \$33,037.04         |
| 1-1200-431-00-122-005-0- 250        | PCT. 2 ADMIN. - UNEMPLOYMENT COMP | \$1,720.68          |
| 1-1200-431-00-122-005-0- 260        | PCT. 2 ADMIN. - WORKER'S COMP     | \$0.00              |
| <b>2011 Budgetary Impact</b>        |                                   | <b>\$434,347.58</b> |

2012 Budgetary Impact: \$649,025.13

Possible Funding Sources: [ROAD MAINTENANCE BUDGET, PENDING APPROVAL OF INTERDEPT. TRANSFER](#)

Budget Office Recommendation:

**DATE:** April 28, 2011

**DEPARTMENT HEAD:** Raul Silguero, Jr.

# 2011

## Transfer



**DEPARTMENT NAME:** Dept. of Budget & Mgmt for  
Pct. 2 Administration

**ACCOUNT NUMBER:** 1-1200-431-00-122-00X-0-XXX

**CONTACT PERSON:** Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER |                           | ACCOUNT (OBJECT)<br>NAME | AMOUNT         |
|-------------------------------------|---------------------------|--------------------------|----------------|
| FROM                                |                           |                          |                |
| 1-1200-431-00-122-006-0- 113        | PCT. 2 ROAD MAINTENANCE - | REG F/T EMPLOYEES        | (\$335,689.50) |
| 1-1200-431-00-122-006-0- 114        | PCT. 2 ROAD MAINTENANCE - | REG P/T EMPLOYEES        | (\$6,840.21)   |
| 1-1200-431-00-122-006-0- 115        | PCT. 2 ROAD MAINTENANCE - | LONGEVITY PAY            | (\$1,606.15)   |
| 1-1200-431-00-122-006-0- 211        | PCT. 2 ROAD MAINTENANCE - | HEALTH INSURANCE         | (\$28,910.76)  |
| 1-1200-431-00-122-006-0- 212        | PCT. 2 ROAD MAINTENANCE - | LIFE INSURANCE           | (\$216.84)     |
| 1-1200-431-00-122-006-0- 220        | PCT. 2 ROAD MAINTENANCE - | FICA                     | (\$26,326.40)  |
| 1-1200-431-00-122-006-0- 230        | PCT. 2 ROAD MAINTENANCE - | RETIREMENT               | (\$33,037.04)  |
| 1-1200-431-00-122-006-0- 250        | PCT. 2 ROAD MAINTENANCE - | UNEMPLOYMENT COMP        | (\$1,720.68)   |
|                                     |                           |                          |                |
| TO                                  |                           |                          |                |
| 1-1200-431-00-122-005-0- 113        | PCT. 2 ADMINISTRATION -   | REG F/T EMPLOYEES        | \$332,343.35   |
| 1-1200-431-00-122-005-0- 114        | PCT. 2 ADMINISTRATION -   | REG P/T EMPLOYEES        | \$6,840.21     |
| 1-1200-431-00-122-005-0- 115        | PCT. 2 ADMINISTRATION -   | LONGEVITY PAY            | \$1,606.15     |
| 1-1200-431-00-122-005-0- 118        | PCT. 2 ADMINISTRATION -   | AUTO ALLOWANCE           | \$3,346.15     |
| 1-1200-431-00-122-005-0- 211        | PCT. 2 ADMINISTRATION -   | HEALTH INSURANCE         | \$28,910.76    |
| 1-1200-431-00-122-005-0- 212        | PCT. 2 ADMINISTRATION -   | LIFE INSURANCE           | \$216.84       |
| 1-1200-431-00-122-005-0- 220        | PCT. 2 ADMINISTRATION -   | FICA                     | \$26,326.40    |
| 1-1200-431-00-122-005-0- 230        | PCT. 2 ADMINISTRATION -   | RETIREMENT               | \$33,037.04    |
| 1-1200-431-00-122-005-0- 250        | PCT. 2 ADMINISTRATION -   | UNEMPLOYMENT COMP        | \$1,720.68     |
|                                     |                           |                          |                |
|                                     |                           |                          |                |
|                                     |                           |                          |                |
|                                     |                           |                          |                |
|                                     |                           |                          |                |
|                                     |                           |                          |                |
|                                     |                           |                          |                |
| TOTAL BUDGET INCREASE (DECREASE)    |                           |                          | 0.00           |

**REASON:**

**Interdepartmental transfer to move monies for the transfer of various administrative positions from Pct. 2 Road Maintenance to Pct. 2 Administration.**

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

**COMMISSIONERS COURT**

DATE \_\_\_\_\_

**ATTEST, COUNTY CLERK**

**HIDALGO COUNTY  
COMMISSIONER COURT  
2011 SALARY SCHEDULE**

**1-1200-431-00-122-005-0**

**AI - 26351**

**PCT. 2 ADMINISTRATION**

| Slot # | Obj Code | POSITION TITLE                 | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances |               |              |                           |              | 2011 ACTUAL TOTAL COMPENSATION |
|--------|----------|--------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|---------------------------|--------------|--------------------------------|
|        |          |                                |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118               | Clothing 119 |                                |
| 0001   | 113      | CHIEF ADMIN                    | \$69,337.00          | \$0.00               | \$69,337.00      | 0      | \$0.00          | \$0.00         | \$69,337.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$5,000.00<br>↓<br>\$0.00 | \$0.00       | \$0.00                         |
| 0002   | 113      | EXECUTIVE ASSISTANT IV         | \$0.00               | \$68,687.00          | \$68,687.00      | 0      | \$0.00          | \$0.00         | \$68,687.00                   | \$68,687.00        | \$1,320.00       | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$68,687.00                    |
| 0003   | 113      | SPECIAL PROJECTS/PROGRAMS MANA | \$51,870.00          | \$0.00               | \$51,870.00      | 0      | \$0.00          | \$0.00         | \$51,870.00                   | \$51,870.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$51,870.00                    |
| 0004   | 113      | RESEARCH AND DEVELOPMENT DIREC | \$49,039.00          | \$0.00               | \$49,039.00      | 0      | \$0.00          | \$0.00         | \$49,039.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$0.00                         |
| 0005   | 113      | EXECUTIVE ASSISTANT            | \$45,585.00          | \$0.00               | \$45,585.00      | 0      | \$0.00          | \$0.00         | \$45,585.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$0.00                         |
| 0006   | 113      | HR COORDINATOR                 | \$43,680.00          | \$0.00               | \$43,680.00      | 0      | \$0.00          | \$0.00         | \$43,680.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$0.00                         |
| 0007   | 113      | ACCOUNTANT                     | \$41,496.00          | \$0.00               | \$41,496.00      | 0      | \$0.00          | \$0.00         | \$41,496.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$0.00                         |
| 0008   | 113      | ADM. ASSIST. II                | \$39,900.00          | \$0.00               | \$39,900.00      | 0      | \$0.00          | \$0.00         | \$39,900.00                   | \$39,900.00        | \$1,080.00       | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$25,443.00                    |
| 0009   | 113      | DATA ENTRY CLERK II            | \$29,233.00          | \$0.00               | \$29,233.00      | 0      | \$0.00          | \$0.00         | \$29,233.00                   | \$25,443.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$25,443.00                    |
| 0010   | 113      | CLERK/RECEPTIONIST             | \$28,894.00          | \$0.00               | \$28,894.00      | 0      | \$0.00          | \$0.00         | \$28,894.00                   | \$24,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$24,000.00                    |
| 0011   | 113      | OFFICE CLERK                   | \$28,894.00          | \$0.00               | \$28,894.00      | 0      | \$0.00          | \$0.00         | \$28,894.00                   | \$18,564.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$18,564.00                    |
| 0012   | 114      | OFFICE CLERK                   | \$10,221.00          | \$0.00               | \$10,221.00      | 0      | \$0.00          | \$0.00         | \$10,221.00                   | \$9,360.00         | \$0.00           | \$0.00        | \$0.00       | \$0.00                    | \$0.00       | \$9,360.00                     |
|        |          |                                | \$438,149.00         | \$68,687.00          | \$506,836.00     |        | \$0.00          | \$0.00         | \$506,836.00                  | \$237,824.00       | \$2,400.00       | \$0.00        | \$0.00       | \$5,000.00                | \$26,351.00  | \$223,367.00                   |

1. Approval to transfer-in the above highlighted positions and employees from Pct. 2 Rd. Maintenance to Pct. 2 Administration.
  2. Approval of auto allowance for slot no. 0001, vacant Chief Administrator position, in the amount of \$5,000.00.
- Personnel Actions pending CC approval.





**HIDALGO COUNTY  
COMMISSIONER COURT  
2011 SALARY SCHEDULE**

**1-1200-431-00-122-006-0**

**AI - 26351**

**PCT. 2 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE              | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances |               |              |             |              | 2011 ACTUAL TOTAL COMPENSATION |
|--------|----------|-----------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                             |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0023   | 113      | TRCK DRIVER III             | \$28,535.00          | \$0.00               | \$28,535.00      | 0      | \$0.00          | \$0.00         | \$28,535.00                   | \$28,535.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$28,535.00                    |
| 0024   | 113      | TRCK DRIVER III             | \$28,535.00          | \$0.00               | \$28,535.00      | 0      | \$0.00          | \$0.00         | \$28,535.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0025   | 113      | HEAVY EQUIPMENT OPERATOR II | \$28,356.00          | \$0.00               | \$28,356.00      | 0      | \$0.00          | \$0.00         | \$28,356.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0026   | 113      | TRCK DRIVER I               | \$27,572.00          | \$0.00               | \$27,572.00      | 0      | \$0.00          | \$0.00         | \$27,572.00                   | \$25,647.00        | \$1,140.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,787.00                    |
| 0027   | 113      | TRCK DRIVER II              | \$27,136.00          | \$0.00               | \$27,136.00      | 0      | \$0.00          | \$0.00         | \$27,136.00                   | \$26,000.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$26,000.00                    |
| 0028   | 113      | TRCK DRIVER II              | \$27,016.00          | \$0.00               | \$27,016.00      | 0      | \$0.00          | \$0.00         | \$27,016.00                   | \$27,016.00        | \$1,080.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$28,096.00                    |
| 0029   | 113      | TRCK DRIVER II              | \$27,016.00          | \$0.00               | \$27,016.00      | 0      | \$0.00          | \$0.00         | \$27,016.00                   | \$27,016.00        | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,616.00                    |
| 0030   | 113      | TRF SA/SPC III              | \$26,991.00          | \$0.00               | \$26,991.00      | 0      | \$0.00          | \$0.00         | \$26,991.00                   | \$26,991.00        | \$540.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$27,531.00                    |
| 0031   | 113      | HEAVY EQUIPMENT OPERATOR II | \$26,828.00          | \$0.00               | \$26,828.00      | 0      | \$0.00          | \$0.00         | \$26,828.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0032   | 113      | TRCK DRIVER II              | \$26,790.00          | \$0.00               | \$26,790.00      | 0      | \$0.00          | \$0.00         | \$26,790.00                   | \$26,790.00        | \$1,320.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$28,110.00                    |
| 0033   | 113      | MAINTENANCE I               | \$26,265.00          | \$0.00               | \$26,265.00      | 0      | \$0.00          | \$0.00         | \$26,265.00                   | \$20,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$20,800.00                    |
| 0034   | 113      | TRCK DRIVER II              | \$26,059.00          | \$0.00               | \$26,059.00      | 0      | \$0.00          | \$0.00         | \$26,059.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0035   | 113      | MAINTENANCE II              | \$25,204.00          | \$0.00               | \$25,204.00      | 0      | \$0.00          | \$0.00         | \$25,204.00                   | \$22,800.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,800.00                    |
| 0036   | 113      | MAINTENANCE II              | \$24,840.00          | \$0.00               | \$24,840.00      | 0      | \$0.00          | \$0.00         | \$24,840.00                   | \$0.00             | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$0.00                         |
| 0037   | 113      | TRF SA/SPC I                | \$24,355.00          | \$0.00               | \$24,355.00      | 0      | \$0.00          | \$0.00         | \$24,355.00                   | \$24,355.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,355.00                    |
| 0038   | 113      | MAINTENANCE I               | \$23,753.00          | \$0.00               | \$23,753.00      | 0      | \$0.00          | \$0.00         | \$23,753.00                   | \$23,753.00        | \$660.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,413.00                    |
| 0039   | 113      | MAINTENANCE I               | \$23,753.00          | \$0.00               | \$23,753.00      | 0      | \$0.00          | \$0.00         | \$23,753.00                   | \$23,753.00        | \$600.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$24,353.00                    |
| 0040   | 113      | MAINTENANCE I               | \$23,338.00          | \$0.00               | \$23,338.00      | 0      | \$0.00          | \$0.00         | \$23,338.00                   | \$18,564.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$18,564.00                    |
| 0041   | 113      | MAINTENANCE I               | \$22,984.00          | \$0.00               | \$22,984.00      | 0      | \$0.00          | \$0.00         | \$22,984.00                   | \$22,984.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,984.00                    |
| 0042   | 113      | MAINTENANCE I               | \$22,984.00          | \$0.00               | \$22,984.00      | 0      | \$0.00          | \$0.00         | \$22,984.00                   | \$22,345.00        | \$480.00         | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$22,825.00                    |
| 0043   | 113      | MAINTENANCE I               | \$22,703.00          | \$0.00               | \$22,703.00      | 0      | \$0.00          | \$0.00         | \$22,703.00                   | \$17,680.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$17,680.00                    |

**HIDALGO COUNTY**  
**COMMISSIONER COURT**  
**2011 SALARY SCHEDULE**

**1-1200-431-00-122-006-0**

**AI - 26351**

## PCT. 2 ROAD MAINTENANCE

[illegible]

**HIDALGO COUNTY  
COMMISSIONER COURT  
2011 SALARY SCHEDULE**

**1-1200-431-00-122-006-0**

**AI - 26351**

**PCT. 2 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE            | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances |               |              |             |              | 2011 ACTUAL TOTAL COMPENSATION |
|--------|----------|---------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                           |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| A078   | 113      | ENGINEERING TECHNICIAN II | \$0.00               | \$0.00               | \$0.00           | 0      | \$0.00          | \$0.00         | \$0.00                        | \$0.00             | \$0.00           | \$0.00        | \$6,000.00   | \$0.00      | \$0.00       | \$6,000.00                     |
| 0080   | 113      | DATA ENTRY CLERK II       | \$29,233.00          | \$0.00               | \$29,233.00      | 0      | \$0.00          | \$0.00         | \$29,233.00                   | \$25,443.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$25,443.00                    |
| 0081   | 113      | EXECUTIVE ASSISTANT IV    | \$0.00               | \$68,687.00          | \$68,687.00      | 0      | \$0.00          | \$0.00         | \$68,687.00                   | \$68,687.00        | \$1,320.00       | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$68,687.00                    |
|        |          |                           | \$1,965,669.00       | \$68,687.00          | \$1,805,563.00   |        | \$0.00          | \$0.00         | \$1,805,563.00                | \$894,107.00       | \$12,840.00      | \$0.00        | \$0.00       | \$0.00      | \$26,351.00  | \$906,947.00                   |

**Approval to transfer-out the above highlighted positions and employees from Pct. 2 Rd. Maintenance to Pct. 2 Administration.  
Personnel Actions pending CC approval.**



# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 2 ADMINISTRATION (122-005)

DATE: 4/27/2011

CURRENT POSITION TITLE: CHIEF ADMINISTRATOR

CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: CHIEF ADMINISTRATOR

### REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification\* ☒ Other ADD AUTO ALLOWANCE

\*Civil Service Positions are submitted to the Civil Service Commission.

### POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 5,000.00 Proposed Budgeted Salary \$ 5,000.00 Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other \_\_\_\_\_

### POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114 \_\_\_\_\_

Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122 \$ \_\_\_\_\_  
Enter hourly rate for temp. positions  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

### TEMPORARY POSITIONS:

| Start Date     | End Date                            | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.)  |
|----------------|-------------------------------------|----------------------|----------------|-------------------------------------|
| CIVIL SERVICE: |                                     |                      |                |                                     |
| Exempt         | <input checked="" type="checkbox"/> | FLSA:                | Exempt         | <input checked="" type="checkbox"/> |
| Non-Exempt     | <input type="checkbox"/>            | Non-Exempt           |                | <input type="checkbox"/>            |
| N/A            | <input type="checkbox"/>            |                      |                |                                     |

### JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The addition of the allowance requested to due to the duties of the Chief Administrator, which will have to be traveling to the county offices within  
The Precinct No.2 area or otherwise assigned to travel for county purpose.

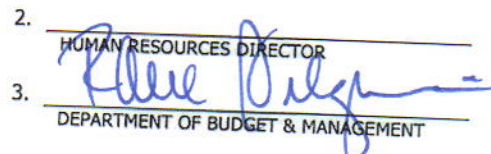
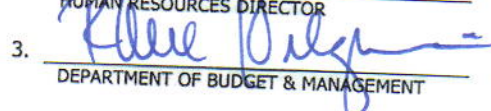
**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

|    |                                                                                    |                  |                                   |                                                                     |
|----|------------------------------------------------------------------------------------|------------------|-----------------------------------|---------------------------------------------------------------------|
| 1. |  | <u>4/28/2011</u> |                                   |                                                                     |
|    | DEPARTMENT HEAD                                                                    | DATE             | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. |  | <u>4/28/2011</u> |                                   |                                                                     |
|    | HUMAN RESOURCES DIRECTOR                                                           | DATE             | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| 3. |  | <u>4/28/2011</u> |                                   |                                                                     |
|    | DEPARTMENT OF BUDGET & MANAGEMENT                                                  | DATE             | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL                                                       | DATE             |                                   |                                                                     |

## **CHIEF ADMINISTRATOR**

**GRADE: 18**

### **GENERAL DESCRIPTION**

Performs (senior level) strategic and tactical direction and support to the County Commissioner and to Precinct staff in the effective development and attainment of precinct goals and objective. Manage the operations of the precinct and the Commissioner's projects by delegating and reviewing the management and the delivery of services and resources. Develop and monitor the various precinct budgets including Road and Bridge, Sanitation, Parks, and other applicable Special Budgets. Ensure training, evaluation, and personal development of all Precinct employees. Handle difficult problems or public policy concerns. Manage the development, implementation and oversight of applicable programs and precinct projects. Monitor departmental resources to ensure compliance with operating budgets, project budgets, and applicable policies and laws. Develop precinct procedures to create and direct the provision of a comprehensive array of public policies, practices and functional services to the precinct/county, its citizens or the general public. Coordinate precinct or county projects involving multi-jurisdictional activities.

The position of Chief Administrator is appointed by and serves at the will of the County Commissioner.

### **EXAMPLES OF WORK PERFORMED**

With proper use of privileged, sensitive and confidential information, researches, develops, recommends and analyzes positions, proposals, policies, and programs for the Commissioner or for presentation by the Commissioner

Negotiates, persuades, mediates, and assists local, state, and federal governments and private entities regarding precinct or county related projects

Develops and provides to the media general information and interpretation of County Commissioner's positions and policies; requires knowledge and understanding of Texas Open Meetings/Open Records Act

Supervises County Commissioner's Road and Bridge, Sanitation, and Parks staff and ensures effective and efficient delivery of services and timely completion of projects

Monitors and analyzes media and public opinions. Develops and recommends responses, programs and positions

Interviews, evaluates and recommends job applicants

Secures and provides critical information to County Commissioner for Commissioners Court proceedings

Represents County Commissioner to various groups and forums as directed

Researches, addresses, and resolves various internal, external and inter-governmental inquiries, problems and complaints

Researches and composes correspondence and presentations on behalf of the precinct and/or the County Commissioner; makes presentations as required

Oversees, analyzes, advises and assists County Commissioner regarding all phases of Precinct road and bridge maintenance and construction projects and operation

Assist the County Commissioner in developing, drafting, and in presenting proposed legislation of interest or benefit to the County

Develop and administer Inter-local contracts/agreements with other governmental entities; ensures compliance with policy and applicable law

Develops and administers County Commissioner's Budget

Maintain an understanding of existing and new State and Federal laws and regulations especially pertaining to purchasing, personnel, precinct operations, and all other relating to County operations

Performs related work as assigned

## **GENERAL QUALIFICATION GUIDELINES**

### **Experience and Education**

Five (5) years of progressively responsible and related work experience is required. Graduation from an accredited university or college is required. Prefer background in one or more of the following fields: Government, Public Relations, Management, Budget Development and Administration, Law, Personnel, or Road Maintenance and Construction. Experience and education maybe substituted.

### **Knowledge, Skills, and Abilities**

Must possess excellent verbal and written communication skills

Ability to utilize wide discretions and independent judgment/decision making in compliance with the policies of the County

Understand the laws of the state of Texas and consistent with the independent beliefs and positions of the County Commissioner

Ability to use computers and communication devices while out in field

Understanding of budgeting and planning

Must possess a valid Texas Motor Vehicle Operator's License and be able to be insured by the County's insurance carrier

## **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## **SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



AI-26183

18.B.1.

**Work Authorization No. 1 -Pct 2 Raba Kistner -Constr Material Testing for LJ  
Lateral Drainage Improv Phase 2 -Alamo Rd Crossing  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Moises Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 2

---

**Information**

**CAPTION**

Acceptance, and approval of Work Authorization No. 1 (with an estimated cost of \$6,180.90) for "L. J. Lateral Drainage Improvements Phase 2 -Alamo Road Crossing Project" with Raba-Kistner Consultants, Inc., to provide construction material testing services to Hidalgo County Precinct No. 2- C-11-110-04-12.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-122-038-0-733  
**FUNDS AVAILABLE Y/N?:** Y/Pending **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Pending interdepartmental transfer (AI 26373).

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**Attachments**

Link: WkA #1 Raba Kistner

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 04/07/2011 10:02 AM | APRV   |
| 1         | Purchasing Department | Marty Salazar | 04/07/2011 10:02 AM | APRV   |
| 2         | Budget & Management   | Erika Zamora  | 04/12/2011 08:41 AM | APRV   |
| 2         | Budget & Management   | Erika Zamora  | 04/12/2011 08:41 AM | APRV   |
| 3         | Roland Garcia         | Angela Garcia | 04/19/2011 10:42 AM | APRV   |
| 3         | Roland Garcia         | Angela Garcia | 04/19/2011 10:42 AM | APRV   |
| 4         | Olga Garza            | Olga Garza    | 04/28/2011 09:53 AM | APRV   |
| 4         | Olga Garza            | Olga Garza    | 04/28/2011 09:53 AM | APRV   |
| 5         | Auditor's Office      | Linda Fong    | 04/29/2011 10:49 AM | APRV   |
| 5         | Auditor's Office      | Linda Fong    | 04/29/2011 10:49 AM | APRV   |
| 6         | Dina Trevino          |               | 04/29/2011 11:09 AM | NEW    |
| 6         | Dina Trevino          |               | 04/29/2011 11:09 AM | NEW    |

Form Started By: Moises Salazar  
Started On: 04/07/2011 09:12 AM



**Moises Salazar**

---

**From:** yoli [yolanda.cisneros@co.hidalgo.tx.us]  
**Sent:** Thursday, April 07, 2011 7:53 AM  
**To:** rocio.villarreal@co.hidalgo.tx.us; moises.salazar@co.hidalgo.tx.us  
**Cc:** 'Martha Salazar'  
**Subject:** Agenda Request  
**Attachments:** WA #1 Raba-Kistner-LJ Drainage Project.pdf

**Importance:** High

Rocio/Moy:

Would y'all be able to place this Work Authorization on court for next week (4/12) I believe the con on.

The account to be use for this project will be 1-1342-431-00-122-038-0-733 pending transfer (if pos:

Thank you,

*Yoli M. Cisneros*

Administrative Assistant II

Hidalgo County Precinct No.2

300 West Hall Acres

Suite G

Pharr, Texas 78589

(956) 787-1891 / (956) 292-7000 Ext. 2002

Fax: (956) 787-4683

**HIDALGO COUNTY**  
Professional Construction Material Testing laboratory Services  
Agreement # C-11-110-04-12.  
Work Authorization Form

**WORK AUTHORIZATION NO.   1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called "**Laboratory**".

**PART 1.     SCOPE OF WORK**

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project in Alamo, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

**PART 2.     ESTIMATED COST**

The estimated cost for the services under this Work Authorization is \$6,180.90. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXHIBIT "D"**.

**PART 3.     PAYMENT**

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section \_\_\_\_\_ of the Agreement.

**PART 4.     FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No.

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5.     PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

WA \_\_\_\_\_

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No \_\_\_\_\_.

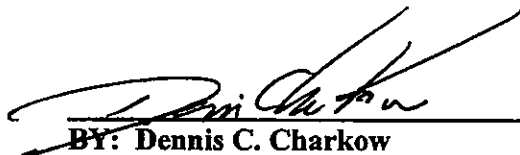
**HIDALGO COUNTY  
COMMISSIONER PRECINCT NO 2**

BY: \_\_\_\_\_

**PART 8 ACCEPTANCES AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**THE LABORATORY:  
RABA-KISTNER CONSULTANTS, INC.**

  
BY: Dennis C. Charkow

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

Proposal No.: PMD11-059-00  
March 15, 2011

Commissioner Hector "Tito" Palacios  
Hidalgo County Precinct No. 2  
300 West Hall Acres  
Pharr, Texas 78577

 **Raba  
Kistner**  
Raba-Kistner Consultants, Inc.  
800 E. Hackberry  
McAllen, Texas 78501  
(956) 682-5332 • FAX (956) 682-5487  
www.rkcf.com  
TQPE Firm F 3257

RE: Construction Materials Observation and Testing Services  
L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project  
Alamo, Hidalgo County, Texas

Dear Commissioner Palacios:

Raba-Kistner Consultants, Inc. (R-K) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is \$6,180.90.

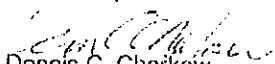
Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans picked up by our staff at the office of Hidalgo County Precinct No. 2 on Friday, March 11, 2011. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by R-K.

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

  
Dennis C. Charkow  
Supervisor, CME

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

DCC/lrs  
Attachments: Basic Charges  
I- Standard Terms and Conditions  
II- Schedules of Fees

Date \_\_\_\_\_

Copies submitted: Above (1)

CC: Mr. Raul Lozano, Executive Assistant IV, Hidalgo County Pct. 2  
CC: Mr. Raul E. Sesin, PE, CFM, Hidalgo County Project Engineer

**Construction Materials Engineering and Testing Services  
L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project  
Alamo, Hidalgo County, Texas**

**Basic Charges**

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

|                          |               |
|--------------------------|---------------|
| Travel Time (round trip) | 1.00 hour(s)  |
| Vehicle Trip Charge      | \$ 22.50/trip |

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all Invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.

**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project**  
**Alamo, Hidalgo County, Texas**

| SERVICE                                                                                   | UNIT RATE |      | QUANTITY | TOTAL             |
|-------------------------------------------------------------------------------------------|-----------|------|----------|-------------------|
| <b>Earthwork:</b>                                                                         |           |      |          |                   |
| 1. Moisture-Density Relationship (Proctor)                                                | \$210.50  | each | 3        | \$631.50          |
| 2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)                                   | \$76.50   | each | 3        | \$229.50          |
| 3. Sieve Analysis -200                                                                    | \$51.75   | each | 2        | \$103.50          |
| 4. Sieve Analysis - Flexible Base Material                                                | \$51.75   | each | 1        | \$51.75           |
| 5. Technician Time Sampling                                                               | \$45.00   | hour | 6        | \$270.00          |
| 6. Proof Rolling Observation                                                              | \$45.00   | hour | 2        | \$90.00           |
| 7. Utility Backfill Field Density Test<br>(Assuming 2 Densities / Lift)                   | \$19.25   | each | 36       | \$693.00          |
| 8. Technician Time - Density Testing - Utility Backfill<br>(Night Time Testing)           | \$67.50   | hour | 17       | \$1,147.50        |
| 9. Utility Backfill Field Density Test                                                    | \$19.25   | each | 15       | \$288.75          |
| 10. Technician Time - Density Testing - Utility Backfill                                  | \$45.00   | hour | 10       | \$450.00          |
| 11. Vehicle Travel Charge                                                                 | \$22.50   | trip | 10       | \$225.00          |
| <b>Subtotal</b>                                                                           |           |      |          | <b>\$4,180.50</b> |
| <b>Concrete:</b>                                                                          |           |      |          |                   |
| 1. Concrete Compressive Strength Tests                                                    | \$14.00   | each | 10       | \$140.00          |
| 2. Technician Time - Concrete Testing                                                     | \$45.00   | hour | 4        | \$180.00          |
| 3. Air Content of Concrete                                                                | \$26.25   | each | 2        | \$52.50           |
| 4. Technician Time - Pick-Up of Specimen(s)                                               | \$45.00   | hour | 2        | \$90.00           |
| 5. Vehicle Travel Charge                                                                  | \$22.50   | trip | 3        | \$67.50           |
| <b>Subtotal</b>                                                                           |           |      |          | <b>\$530.00</b>   |
| <b>Asphalt</b>                                                                            |           |      |          |                   |
| 1. Asphaltic Concrete Laydown Observation                                                 | \$53.50   | hour | 10       | \$535.00          |
| 2. Extraction, Gradation, Bitumen Content and Laboratory<br>Density of Asphaltic Concrete | \$258.50  | each | 1        | \$258.50          |
| 3. Maximum Theoretical Specific Gravity of Asphalt                                        | \$92.50   | each | 1        | \$92.50           |
| 4. Vehicle Travel Charge                                                                  | \$22.50   | trip | 1        | \$22.50           |
| <b>Subtotal</b>                                                                           |           |      |          | <b>\$908.50</b>   |
| <b>Other</b>                                                                              |           |      |          |                   |
| 1. Project Administration(Markup of Invoiced Billing Cycle)                               | 10%       |      |          | \$561.90          |
| <b>Subtotal</b>                                                                           |           |      |          | <b>\$561.90</b>   |
| <b>GRAND TOTAL</b>                                                                        |           |      |          | <b>\$6,180.90</b> |



**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project**  
**Alamo, Hidalgo County, Texas**

**Fees for Consulting & Coordination Services**

**Unit Fees**

|                                                    |                        |
|----------------------------------------------------|------------------------|
| Principal Engineer.....                            | \$ 135.00 to 250.00/hr |
| Managing Engineer.....                             | 95.00 to 200.00/hr     |
| Staff Engineer .....                               | 70.00 to 200.00/hr     |
| Laboratory Manager.....                            | 65.00 to 150.00/hr     |
| Construction Services Manager.....                 | 65.00 to 90.00/hr      |
| Outside Professional Services & Reimbursables..... | Cost +15%              |
| Additional Insured .....                           | 160.00/ea              |
| Report Preparation and Administration.....         | 38.00 to 75.00/hr      |

## Project Data Sheet

Project Name: \_\_\_\_\_

Client Project No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

Invoicing Information: Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) \_\_\_\_\_

Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

No. Copies ( ) \_\_\_\_\_

Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

No. Copies ( ) \_\_\_\_\_

Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

No. Copies ( ) \_\_\_\_\_

Contact: \_\_\_\_\_ e-mail: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes

and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services – not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various instruments and for what purposes, and R-K shall copyright the instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerption of them.

Parties other than those identified by CLIENT and R-K may apply to use an instrument, using a form prepared by R-K for that purpose. Others' use of an instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.
11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.
12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed \$50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of \$1,000,000.
13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.
16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

|                          |                                         |                     |
|--------------------------|-----------------------------------------|---------------------|
| <b><u>PERSONNEL:</u></b> | Principal.....                          | \$135 to \$250/hour |
|                          | Professional .....                      | \$70 to \$200/hour  |
|                          | Auto Cad Operator.....                  | \$65 to \$110/hour  |
|                          | Technical/Clerical/Administrative ..... | \$40 to \$80/hour   |

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

**EXPENSES:** Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

**CONDITIONS:** Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

**AI-26375**

**18.C.1.**

**Bid award for Lease of Space for OFF Premise Storage Area for WIC Program  
CC REGULAR**

**Date:** 05/03/2011

**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** WIC

---

**Information**

**CAPTION**

Recommending bid award to sole bidder meeting all specifications and approval of lease agreement for RFB-Lease of Space for Off Premise Storage Area for WIC Program.  
(RFB. No.: 2011-037-04-20CGA)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1292-441-00-350-001-1-441

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

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

**BUDGETARY IMPACT:**

Funds available as of 4/28/11

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**Attachments**

Link: [Tabulation](#)

Link: [Lease Agreement](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Nielda Cavazos | 04/27/2011 09:18 AM | APRV   |
| 2         | Budget & Management   | Erika Zamora   | 04/27/2011 09:23 AM | APRV   |
| 3         | Erika Zamora          | Erika Zamora   | 04/28/2011 04:35 PM | APRV   |
| 4         | Auditor's Office      |                | 04/29/2011 11:09 AM | NEW    |

Form Started By: Gricelda Villarreal  
Started On: 04/21/2011 10:26 AM

Final Approval Date: 04/29/2011

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Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

## MEMORANDUM

To: Norma Longoria, Director  
Hidalgo County WIC Program  
Attn: Margarita Gonzalez

From: Cris Ayala, Buyer III  
Hidalgo County Purchasing Department

Re: **Tabulation Sheet for:**  
**"RFB - Hidalgo County- Lease of Space for Off Premise Storage Area for WIC Program"**

Date: April 21, 2011

Enclosed you will find the tabulation sheet from the sole participant regarding the above-referenced project for your review and comments.

Please respond by no later than 3:00 p.m., Tuesday, April 26, 2011, by marking approved or disapprove along with your budget information.

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE



DISAPPROVE ☐

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐ Other (specify) \_\_\_\_\_

BUDGET ACCOUNT #: 1-1292-441.00.350.001.1

*Norma Longoria*

AUTHORIZED SIGNATURE

*Norma Longoria*

PRINTED NAME

*4/26/11*

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612

# HIDALGO COUNTY PURCHASING DEPARTMENT BIDDER TABULATION SHEET

**DEPARTMENT NAME:** Hidalgo County WIC Program

**BID OPENING DATE:** April 20, 2011

**BID ACCEPTANCE TIME:** 9:30 A.M.

**DESCRIPTION OF BID:** RFB – “Lease of Space for OFF Premise Storage Area”

**BID NO:** 2011-037-04-20CGA

| RFB# | NAME OF COMPANY                    | MONTHLY FEE                       |  |
|------|------------------------------------|-----------------------------------|--|
| #01  | BIC Investments<br>Edinburg, Texas | \$2,337.30<br>Total Sq. Ft.: 4770 |  |
| #02  |                                    |                                   |  |
| #03  |                                    |                                   |  |
| #04  |                                    |                                   |  |
| #05  |                                    |                                   |  |
| #06  |                                    |                                   |  |
| #07  |                                    |                                   |  |
| #08  |                                    |                                   |  |
| #09  |                                    |                                   |  |
| #10  |                                    |                                   |  |



**LEASE**  
**C-1 1-037-05-03**

THIS LEASE is made and entered into by and between, **Richard E, Garza, dba BIC Investments** and Individual 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 Attachment "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 five (5) years commencing on **May 3, 2011** and ending on **May 2, 2016** with the option to extend an additional one (1) year. Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

**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.

### **Commitment of Current Revenues Only**

1.3 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

### **Lessor's Warranty of Quiet Enjoyment**

1.4 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 **\$2,337.30** 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 1<sup>st</sup> 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 3910 W. Freddy Gonzalez Drive, Edinburg, Texas 78539 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. 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 storage space purposes.

### **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 from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees 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.

#### **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.

### **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 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, 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 coverages 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 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 untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable 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 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 relint 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 reletting, 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 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 sub-lessee 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.

### **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:**

BIC Investments  
Attn: Richard A. Garza  
3910 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539

**Lessee:**

County of Hidalgo  
Attn: County Judge  
1615 S. Closner, Ste J  
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 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**

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.

### **Estoppels 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.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the \_\_\_\_\_ day of 2011.

### **LESSOR:**

\_\_\_\_\_

By:\_\_\_\_\_

Printed Name:

Title:\_\_\_\_\_

### **ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

### **LESSEE:**

HIDALGO COUNTY, TEXAS

By:\_\_\_\_\_  
Ramon Garcia, County Judge

Approved on Commissioners' Court \_\_\_\_\_

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_



## **ATTACHMENT "A"**

### **DESCRIPTION OF PROPERTY**

**Lot 3, West University Business Park Subdivision, City of Edinburg, Hidalgo County, Texas**

**AI-26381****18.D.1.****BCAP Application for Payment No.1 - Mesquite Acres Subdivision Precinct No.2****CC REGULAR****Date:** 05/03/2011**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM**Submitted For:** Agapito Vargas**Department:** COLONIA ACCESS PROGRAM**Agenda Category:** Purchasing Department**Sub-category:** CAP Pct.2

---

**Information****CAPTION**

Requesting approval of Application for Payment No. 1 in the amount of \$84,712.50 from OG Construction Co. LLC, contracted vendor for Mesquite Acres Subdivision as reviewed and submitted by project engineer DOS Logistics, Inc. (C-CAP-10-309-09-21).

**BACKGROUND**

---

**Fiscal Impact****FISCAL YEAR:** 1**ACCT. #:** 1-1312-431-00-122-460-1-841**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P.O.# 652309

**FISCAL YEAR:** 1**ACCT. #:** 1-1312-431-00-122-460-1-733**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P.O.# 652309

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**Attachments**Link: Application for Payment No.1 Mesquite Acres Subdivision

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**Form Routing/Status**

| Route | Seq | Inbox                 | Approved By    | Date                | Status |
|-------|-----|-----------------------|----------------|---------------------|--------|
| 1     |     | Yvette Islas          | Yvette Islas   | 04/27/2011 10:07 AM | APRV   |
| 1     |     | Yvette Islas          | Yvette Islas   | 04/27/2011 10:07 AM | APRV   |
| 2     |     | Purchasing Department | Nielda Cavazos | 04/27/2011 10:10 AM | APRV   |
| 2     |     | Purchasing Department | Nielda Cavazos | 04/27/2011 10:10 AM | APRV   |
| 3     |     | Budget & Management   | Erika Zamora   | 04/27/2011 10:54 AM | APRV   |
| 3     |     | Budget & Management   | Erika Zamora   | 04/27/2011 10:54 AM | APRV   |
| 4     |     | Roland Garcia         | Rolando Garcia | 04/28/2011 08:36 AM | APRV   |
| 4     |     | Roland Garcia         | Rolando Garcia | 04/28/2011 08:36 AM | APRV   |
| 5     |     | Auditor's Office      |                | 04/29/2011 11:09 AM | NEW    |

5

Auditor's Office

04/29/2011 11:09 AM NEW

Form Started By: Marcie Jackson

Started On: 04/21/2011 02:03  
PM

Final Approval Date: 04/29/2011

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## APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)  
 From: OG Construction Co. LLC (CONTRACTOR)  
 Contract: C-CAP-10-309-09-21  
 Project: Road and Drainage Construction for Mesquite Acres Subdivision  
 OWNER's Contract No. C-CAP-10-309-09-21 ENGINEER's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: 28-Mar-2011

|                                                                 |    |            |
|-----------------------------------------------------------------|----|------------|
| 1. Original Contract Price:                                     | \$ | 194,154.00 |
| 2. Net change by Change Orders and Written Agreements (+ or -): | \$ | -          |
| 3. Current Contract Price (1 plus 2):                           | \$ | 194,154.00 |
| 4. Total completed and stored to date:                          | \$ | 94,125.00  |
| 5. Retainage (per Agreement):                                   |    |            |
| <u>10%</u> of completed Work:                                   | \$ | 9,412.50   |
| <u>        </u> % of stored material:                           | \$ | -          |
| Total Retainage:                                                | \$ | 9,412.50   |
| 6. Total completed and stored to date less:                     | \$ | 84,712.50  |
| 7. Less previous Application for Payment:                       | \$ | -          |
| 8. Balance to Finish:                                           | \$ | 100,029.00 |
| 9. AMOUNT DUE THIS APPLICATION                                  | \$ | 84,712.50  |

REQ# 188996 P.O.# 652309  
 1-1312-431-00-122-460-1-841 → \$37,373.00  
 <-3,737.30> = \$33,635.70

Accompanying Documentation:

REQ# 188996 P.O.# 652309  
 1-1312-431-00-122-460-1-733 → \$56,752.00  
 <-5,675.20> = \$51,076.80

## CONTRACTOR'S Certification:

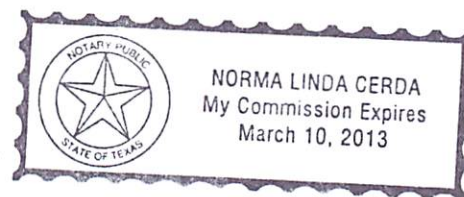
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 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 Payment is in accordance with the Contract Documents and not defective.

Dated 28-Mar-11OG Construction Co. LLC

CONTRACTOR

By: [Signature]State of TexasCounty of HidalgoSubscribed and sworn to before me this 29th  
day of March 2011

Notary Public

My Commission expires: 3-10-2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 28-Mar-11DOS LOGISTICS INC.

ENGINEER

By: [Signature] P.E. 4/1/2011

INVOICE RECEIVED BY:

Mark Jachs ON 4/5/11

GOODS/SERVICES RECEIVED BY:

Mark Jachs ON 4/5/11

|              |                     |
|--------------|---------------------|
| tion Co. LLC | Contractor Name     |
| 17-Feb-2011  | Starting Date       |
| 17-Apr-2011  | Project Ending Date |
| 10%          | Retainage Percent   |

|                   |                     |
|-------------------|---------------------|
| Application No.:  | 1                   |
| Application Date: | 28-Mar-2011         |
| Period To:        | 28-Mar-2011         |
| Engineer Firm     | Dos Logistics, Inc. |

| Summary            |                                      |                         |                |               |                   |             |              |                  |              |
|--------------------|--------------------------------------|-------------------------|----------------|---------------|-------------------|-------------|--------------|------------------|--------------|
| Contract Number    | Description                          | Original Schedule Value | Application #1 | Total To Date | Balance To Finish | Retainage   | Net          | Payments to Date | Payment Due  |
| C-CAP-10-309-09-21 | Road and Drainage Construction for M | \$ 194,154.00           | \$ 94,125.00   | \$ 94,125.00  | \$ 100,029.00     | \$ 9,412.50 | \$ 84,712.50 | \$ -             | \$ 84,712.50 |
|                    |                                      |                         |                |               |                   |             |              |                  |              |
|                    | TOTALS:                              | \$ 194,154.00           | \$ 94,125.00   | \$ 94,125.00  | \$ 100,029.00     | \$ 9,412.50 | \$ 84,712.50 | \$ -             | \$ 84,712.50 |



OG Construction Co. LLC Contractor Name  
 2/17/2011 Starting Date  
 4/17/2011 Project Ending Date  
 Road and Drainage Construction for Mesquite Acres Subdivision Engineer's / County Project Description

Application No.: 1  
 Application Date: 3/28/2011  
 Period To: 3/28/2011  
 Engineer's / County Project No.: 0

|                   |           |                                                 |      | Original Schedule Value |          |               | Application #1 |             |                     |               | Balance To Finish |              |
|-------------------|-----------|-------------------------------------------------|------|-------------------------|----------|---------------|----------------|-------------|---------------------|---------------|-------------------|--------------|
| No.               | Item Code | Description                                     | Unit | Original Rates          | Quan     | Dollars       | Monthly Quan   | QTY to Date | Item Cost (Monthly) | Total to Date | Quan              | Dollars      |
| ROAD AND DRAINAGE |           |                                                 |      |                         |          |               |                |             |                     |               |                   |              |
| 1                 | 110       | Road Excavation                                 | CY   | \$ 4.00                 | 2,704.00 | \$ 10,816.00  | 2,704.00       | 2,704.00    | \$ 10,816.00        | \$ 10,816.00  | 0.000             | \$ -         |
| 2                 | 164       | Hydromulch (Watering included)                  | SY   | \$ 1.00                 | 4,103.00 | \$ 4,103.00   | -              | -           | \$ -                | \$ -          | 4,103.000         | \$ 4,103.00  |
| 3                 | 247       | ( New ) Flexbase ( Ty. E. GR4 )                 | CY   | \$ 30.00                | 382.00   | \$ 11,460.00  | -              | -           | \$ -                | \$ -          | 382.000           | \$ 11,460.00 |
| 4                 | 251       | ( Salvaged ) Flexbase                           | CY   | \$ 14.00                | 807.00   | \$ 11,298.00  | 320.00         | 320.00      | \$ 4,480.00         | \$ 4,480.00   | 487.000           | \$ 6,818.00  |
| 5                 | 260       | Lime Treatment ( Mix Exist. & New Base 8" )     | SY   | \$ 2.00                 | 5,352.00 | \$ 10,704.00  | 4,500.00       | 4,500.00    | \$ 9,000.00         | \$ 9,000.00   | 852.000           | \$ 1,704.00  |
| 6                 | 260       | Lime Base ( Ty. A or B )                        | Ton  | \$ 185.00               | 61.00    | \$ 11,285.00  | 61.00          | 61.00       | \$ 11,285.00        | \$ 11,285.00  | 0.000             | \$ -         |
| 7                 | 314       | Emulsified Asphalt ( Prime Coat )               | Gal  | \$ 5.00                 | 905.00   | \$ 4,525.00   | -              | -           | \$ -                | \$ -          | 905.000           | \$ 4,525.00  |
| 8                 | 340       | Dense Grade Hot Mix ( Asphalt Ty. D )           | Ton  | \$ 89.00                | 387.00   | \$ 34,443.00  | -              | -           | \$ -                | \$ -          | 387.000           | \$ 34,443.00 |
| 9                 | 502       | Barricades, Signs, and Traffic Handling         | MO   | \$ 400.00               | 2.00     | \$ 800.00     | 1.00           | 1.00        | \$ 400.00           | \$ 400.00     | 1.000             | \$ 400.00    |
| 10                | 506       | Temporary Sediment Control Fence                | SY   | \$ 3.00                 | 184.00   | \$ 552.00     | 184.00         | 184.00      | \$ 552.00           | \$ 552.00     | 0.000             | \$ -         |
| 11                | 506       | Construction Exit ( Removed )                   | SY   | \$ 5.00                 | 84.00    | \$ 420.00     | -              | -           | \$ -                | \$ -          | 84.000            | \$ 420.00    |
| 12                | 506       | Construction Exit ( Installed )                 | SY   | \$ 10.00                | 84.00    | \$ 840.00     | 84.00          | 84.00       | \$ 840.00           | \$ 840.00     | 0.000             | \$ -         |
| 13                | 531       | Concrete Sidewalk                               | SY   | \$ 50.00                | 5.00     | \$ 250.00     | -              | -           | \$ -                | \$ -          | 5.000             | \$ 250.00    |
| 14                | 550       | Chainlink Fence ( Install ) w/ Salvage Gate     | EA   | \$ 18.00                | 95.00    | \$ 1,710.00   | -              | -           | \$ -                | \$ -          | 95.000            | \$ 1,710.00  |
| 15                | 644       | Small Signs ( New )                             | EA   | \$ 230.00               | 1.00     | \$ 230.00     | -              | -           | \$ -                | \$ -          | 1.000             | \$ 230.00    |
| 16                | 644       | Small Signs ( Remove & Relocate )               | EA   | \$ 50.00                | 8.00     | \$ 400.00     | -              | -           | \$ -                | \$ -          | 8.000             | \$ 400.00    |
| 17                | 530       | Driveway ( Concrete ) ( 4 in. )                 | SY   | \$ 27.00                | 213.00   | \$ 5,751.00   | -              | -           | \$ -                | \$ -          | 213.000           | \$ 5,751.00  |
| 18                | 530       | Driveway ( ACP ) ( Ty. PRB-1 )                  | SY   | \$ 9.00                 | 603.00   | \$ 5,427.00   | -              | -           | \$ -                | \$ -          | 603.000           | \$ 5,427.00  |
|                   |           |                                                 |      |                         |          | \$ 115,014.00 |                |             | \$ 37,373.00        | \$ 37,373.00  |                   | \$ 77,641.00 |
| TOTAL ROADWAY     |           |                                                 |      |                         |          |               |                |             |                     |               |                   |              |
|                   |           |                                                 |      |                         |          |               |                |             |                     |               |                   |              |
|                   |           |                                                 |      |                         |          |               |                |             |                     |               |                   |              |
| 19                | 402       | Trench Excavation Protection                    | LF   | \$ 2.00                 | 969.00   | \$ 1,938.00   | 969.00         | 969.00      | \$ 1,938.00         | \$ 1,938.00   | 0.000             | \$ -         |
| 20                | 432       | Rip-Rap ( Concrete 6 " )                        | CY   | \$ 142.00               | 6.00     | \$ 852.00     | 5.00           | 5.00        | \$ 710.00           | \$ 710.00     | 1.000             | \$ 142.00    |
| 21                | 464       | RC Pipe ( CL III ) ( 18" ) w/ Rubber Gasket     | LF   | \$ 29.00                | 64.00    | \$ 1,856.00   | 64.00          | 64.00       | \$ 1,856.00         | \$ 1,856.00   | 0.000             | \$ -         |
| 22                | 464       | RC Pipe ( CL III ) ( 24" ) w/ Rubber Gasket     | LF   | \$ 31.00                | 356.00   | \$ 11,036.00  | 356.00         | 356.00      | \$ 11,036.00        | \$ 11,036.00  | 0.000             | \$ -         |
| 23                | 464       | RC Pipe ( CL III ) ( 30" ) w/ Rubber Gasket     | LF   | \$ 37.00                | 696.00   | \$ 25,752.00  | 696.00         | 696.00      | \$ 25,752.00        | \$ 25,752.00  | 0.000             | \$ -         |
| 24                | 465       | Inlet ( Compl ) ( Ty. A )                       | EA   | \$ 2,020.00             | 3.00     | \$ 6,060.00   | 3.00           | 3.00        | \$ 6,060.00         | \$ 6,060.00   | 0.000             | \$ -         |
| 25                | 465       | Inlet ( Compl ) ( Ty. A-1 )                     | EA   | \$ 2,400.00             | 1.00     | \$ 2,400.00   | 1.00           | 1.00        | \$ 2,400.00         | \$ 2,400.00   | 0.000             | \$ -         |
| 26                | 465       | Inlet Extension ( 5 Ft. )                       | EA   | \$ 1,450.00             | 4.00     | \$ 5,800.00   | 4.00           | 4.00        | \$ 5,800.00         | \$ 5,800.00   | 0.000             | \$ -         |
| 27                | 465       | Manhole ( Compl ) ( Ty. A )                     | EA   | \$ 1,200.00             | 1.00     | \$ 1,200.00   | 1.00           | 1.00        | \$ 1,200.00         | \$ 1,200.00   | 0.000             | \$ -         |
| 28                | 529       | 2' Concrete Curb & Gutter ( Ty. A ) ( Barrier ) | LF   | \$ 7.00                 | 2,834.00 | \$ 19,838.00  | -              | -           | \$ -                | \$ -          | 2,834.000         | \$ 19,838.00 |
| 29                | 529       | 6' Concrete Valley Gutter                       | LF   | \$ 28.00                | 86.00    | \$ 2,408.00   | -              | -           | \$ -                | \$ -          | 86.000            | \$ 2,408.00  |
|                   |           |                                                 |      |                         |          |               |                |             |                     |               |                   |              |
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|                   |           |                                                 |      |                         |          |               |                |             |                     |               |                   |              |

Prepared and Checked By:

Date:

3/28/2011

**AI-26380**

**18.E.1**

**Claim**

**CC REGULAR**

**Date:** 05/03/2011

**Submitted By:** Maria Elena Gaitan, JUVENILE PROBATION

**Department:** JUVENILE PROBATION

**Agenda Category:** Purchasing Department

**Sub-category:** Juvenile  
Probation

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**Information**

**CAPTION**

Requesting approval of claim/ ASG Security Invoice 18099063 dated 12/8/2010 in the amount of \$95.00 for emergency service call on access doors at the Weslaco Juvenile Boot Camp with authority for County Treasurer to issue payment/check after Auditor's processing procedures are completed

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1295-423-00-330-028-0-432

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

**MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

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**Attachments**

Link: [argus18099063.PDF](#)

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**Form Routing/Status**

| Route Seq | Inbox          | Approved By | Date                | Status |
|-----------|----------------|-------------|---------------------|--------|
| 1         | Matilde Faz    | Matilde Faz | 04/29/2011 09:14 AM | APRV   |
| 1         | Matilde Faz    | Matilde Faz | 04/29/2011 09:14 AM | APRV   |
| 2         | Martha Salazar |             | 04/29/2011 11:09 AM | NEW    |
| 2         | Martha Salazar |             | 04/29/2011 11:09 AM | NEW    |

Form Started By: Maria Elena Gaitan  
Started On: 04/21/2011 01:21 PM  
Final Approval Date: 04/29/2011

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HIDALGO CO. POST ADJUDICATION  
PO BOX 267  
EDINBURG TX 78540-0267

Remit To: ASG Security  
P.O. Box 41425  
Philadelphia PA 19101-1425

Date  
12/8/2010

Invoice#  
18099063

Customer#  
1340306

PO Number

Terms  
Net Due 30 Days

Tax Exempt Certificate# svc

Due Date  
1/7/2011

Service Period

Description

Qty

Unit Price

Ext. Amount

See attached. Service call to check two access doors. Issue was with the door hinges not the access. Mentioned to customer that we do not work on this. Our WO 70045. Due now. Thank you.

Job# 101201255

HIDALGO CO POST ADJ  
1711 N BRIDGE RD

ServiceCCTV/AccessLabor  
service call on 12/7/10

|   |       |       |
|---|-------|-------|
| 1 | 95.00 | 95.00 |
|---|-------|-------|

|           |       |
|-----------|-------|
| Subtotal  | 95.00 |
| Sales Tax | 0.00  |

|               |       |
|---------------|-------|
| Invoice Total | 95.00 |
|---------------|-------|





AN **ASG** COMPANY  
**SECURITY**

**McAllen #:** 956 682-6344  
**Toll Free:** 877 68-ARGUS

|                                 |                                  |                                  |                        |                              |
|---------------------------------|----------------------------------|----------------------------------|------------------------|------------------------------|
| <b>SERVICE ORDER #</b> 10/20/25 |                                  |                                  | <b>Billing Address</b> | <b>Site Address</b>          |
| <b>Type:</b>                    |                                  |                                  |                        |                              |
| <input type="checkbox"/> EXT    | <input type="checkbox"/> SOUND   | <input type="checkbox"/> SEC     |                        | Hidalgo Co. Post Aqju.       |
| <input type="checkbox"/> SUPP   | <input type="checkbox"/> CCTV    | <input type="checkbox"/> HI PRES |                        | 1711 N. Bridge               |
| <input type="checkbox"/> FIRE   | <input type="checkbox"/> AC.CNTL |                                  | <b>Phone:</b>          | Westaco, 2p<br><b>Phone:</b> |
| <b>DATE:</b> 2-7-10             |                                  |                                  | <b>CONTACT:</b>        |                              |

12 8:45  
254 9:01

| Permit # | Date |
|----------|------|
|----------|------|

Customer's Purchase Order #

White - numerical      Yellow - invoice

AI-26415

19.D.

Claim of Joel Valdez

CC REGULAR

**Date:** 05/03/2011  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Joel Valdez

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:43 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:05 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Aida Alvarez  
Started On: 04/27/2011 03:08 PM

Final Approval Date: 04/28/2011

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**AI-26412**

**19.E.**

**Claim of Javier Garcia**

**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Javier Garcia

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:42 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:05 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Aida Alvarez  
Started On: 04/27/2011 03:05 PM

Final Approval Date: 04/28/2011

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AI-26410

19.F.

**Claim of Magic Valley Electric Cooperative  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Magic Valley Electric Cooperative

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:41 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:06 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Aida Alvarez  
Started On: 04/27/2011 03:01 PM

Final Approval Date: 04/28/2011

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AI-26408

19.G.

**Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

**BACKGROUND**

Attorneys - Ortiz & Millin, LP  
John A. Millin

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:41 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:06 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Monica Badillo  
Started On: 04/27/2011 02:39 PM  
Final Approval Date: 04/28/2011

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**AI-26416**

**20.D.**

**Claim of Joel Valdez**

**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Joel Valdez

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:43 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:04 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Aida Alvarez  
Started On: 04/27/2011 03:10 PM

Final Approval Date: 04/28/2011

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**AI-26413**

**20.E.**

**Claim of Javier Garcia**

**CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Javier Garcia

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:42 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:04 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Aida Alvarez  
Started On: 04/27/2011 03:06 PM

Final Approval Date: 04/28/2011

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AI-26411

20.F.

**Claim of Magic Valley Electric Cooperative  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Magic Valley Electric Cooperative

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:41 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:04 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Aida Alvarez  
Started On: 04/27/2011 03:03 PM

Final Approval Date: 04/28/2011

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AI-26409

20.G.

**Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al  
CC REGULAR**

**Date:** 05/03/2011  
**Submitted By:** Monica Badillo, EXECUTIVE OFFICE  
**Department:** EXECUTIVE OFFICE  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Erika Zamora   | 04/27/2011 03:41 PM | APRV   |
| 2         | Auditor's Office      | Linda Fong     | 04/28/2011 04:05 PM | APRV   |
| 3         | Purchasing Department | Nielda Cavazos | 04/28/2011 04:12 PM | APRV   |

Form Started By: Monica Badillo  
Started On: 04/27/2011 02:41 PM  
Final Approval Date: 04/28/2011

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