

**AI-28831
CC CONSENT**

Meeting Date: 10/04/2011

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct 4:

Requesting approval for:

- (a) membership with North Alamo Water Supply Corporation;
- (b) the installation and utilization of 2" water meter for the JR "Milo" Ponce Park at 3516 E. F.M. 2812 for a total amount of \$5,093.00 through requisition #203018 commencing upon approval. (1-1100-452-00-124-009-0-439);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 11100452001240090439

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Attachments

NAWSC-PCT4

Form Review

Inbox

Reviewed By

Date

Form Started By: Blanca Mayorga

Started On: 09/28/2011 09:12 AM

Requisition

Req # 00203018

PO #

Date: 09/21/11

*Consent
#28831
10/4/11*

Bill To: x
x

Vendor : 25895
NORTH ALAMO WATER SUPPLY CORP
420 S. DOOLITTLE ROAD
EDINBURG TX 78542-9707

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

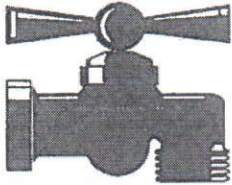
Contact: MUNOZ JR
956-383-3112

Contract No:

Special Instructions:
PCT. REQ. #1360

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		2" WATER METER FOR THE JR "MILO" PONCE PARK AT 3516 E. F.M. 2812DN DO NOT DUPLICATE ORDER		
1.00	EACH	MEMBERSHIP	100.00	100.00
1.00	EACH	INSTALLATION	820.00	820.00
1.00	EACH	INSPECTION	25.00	25.00
1.00	EACH	EASEMENTS	300.00	300.00
1.00	EACH	WATER SUPPLY FEE	3,200.00	3,200.00
1.00	EACH	TIE IN TEST AND LABOR	360.00	360.00
1.00	EACH	FLUSH VALVE	250.00	250.00
1.00	EACH	LINE EXTENTION	38.00	38.00
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-452-00-124-009-0-439	5,093.00	
			Freight	.00
			Total	5,093.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



North Alamo Water Supply Corporation
420 S. Doolittle Rd.
Edinburg, Tx 78542
383-1618

WO# _____
 ROW _____ PE _____
 RES _____ COM _____
 DEED _____
 PD _____ ND _____
 AMT \$ _____

Date: 10/4/11
 Property owner(s): HIDALGO CO. PCT. #4 Spouse N/A
 Home Phone # () N/A Work Phone # (956) 383-3112
 Driver's License # N/A Driver's License # N/A
 Marital Status: Single (N/A) Married (N/A) Widowed (N/A)
 Mailing Address: 1051 N. DOOLITTLE RD.
 City: EDINBURG State TX Zip Code 78542
 Number in family N/A
 Will you have a sprinkler system? YES
 Will the water be for residential or commercial use? COMMERCIAL
 If commercial, please state what type of business: HIDALGO CO. PCT.
 And, what will the water service be used for? IRRIG. OF PARK
 Subdivision Name: SANTA CRUZ GARDENS UNIT #2 Lot # 7 Blk # 15
 Name of Road: 3516 E FM 2812
 Description of lot (empty lot, house; color) J.R. MILO PONCE MEMORIAL PARK

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

N/A Male N/A Female

_____ White, Not of Hispanic Origin _____ Black, Not of Hispanic Origin
 _____ American Indian or Alaskan Native _____ Hispanic
 _____ Other, Specify _____ Asian or Pacific Islander

Rec # _____ Date Paid _____ Amt \$ _____

This institution is an equal opportunity provider, and employer.

Have you previously received water service from North Alamo Water Supply Corporation (NAWSC), if so, under your name or another persons name? Hidalgo PCT. #4

If yes, please list below all names and account numbers.

Name: H.C. PCT #4 Name: H.C. PCT #4 Name: H.C. PCT #4
Acct # 32-4956-300-00 Acct # 32-6803-000-00 Acct # 31-5645-100-00

Do you understand and agree that once the Board of Directors of NAWSC has accepted your application for membership and a water meter has been installed by NAWSC for your use, the monthly minimum and usage fee will commence and you as the member will be responsible for it's payment to NAWSC regardless of whether or not water is used or whether or not plumbing is connected to members side of the meter?

Yes No

Do you understand and agree that you as the NAWSC member are responsible for all charges to the membership account regardless of who used the water?

Yes No

Do you understand and agree the Board of Directors of NAWSC has the authority and responsibility of fixing the charges and fees to cover the costs and provide funds to meet legal obligations of NAWSC?

Yes No

Do you understand and agree the service agreement authorizes access of the NAWSC to the meter located on your property and assumes you will comply with the laws Texas and the Texas Department of Health regarding your use of the water service?

Yes No

Do you understand and agree that some time in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing potable water facilities and your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?

Yes No

Do you acknowledge that you must maintain in compliance with all applicable local governmental Ordinances or regulations, including but not limited to ordinances or regulations relating to the regulations of subdivisions, and that your failure to comply, may result in the termination of the water service to you?

Yes No

Do you understand that there are no exemptions for a service charge, due to a trip that a serviceman or service, made?

Yes No

Applicant's Signature

Date

for: Hidalgo County Pct 4

**North Alamo Water Supply Corporation
Service Agreement**

AGREEMENT made on this 4th day of October, 2011 between North Alamo Water Supply Corporation, a Corporation organized under the laws of the State of Texas (here in after call The Corporation) and Ysidalgo County Pct 4.

The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water from the Corporation, for general farm use and domestic purposes, in accordance with the bylaws and rules of the Corporation as amended from time to time by the Corporation's Board of Directors.

The member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by Corporation's Board of Directors

The Board of Directors shall have the authority to cancel the membership of any member in the event of nonpayment of any water charges or assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent member.

All water shall be metered by Water Meters furnished and installed by the Corporation.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may pro-rate the water available among the various Members on such basis as is deemed suitable by the Board Of Director, and may also prescribe a Schedule of hours covering the use of water for any purposes by particular Members and require adherence thereto or prohibit the use of water for any purposes; provided that, if at any time the total water supply by insufficient to meet all the needs of all the members the Corporation must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock before supplying any water for garden purposes.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Corporation or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the water distribution. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device. No cross-connection between the public drinking water supply and a private water system is permitted. No connection which allows water to be returned to the public drinking water supply is permitted. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

The Member shall install and maintain at his own expense a service line from the meter to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damages to real-estate or personal property occurring from the point of Member ties on to the Corporation meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meter valves and any other such equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation. Failure to provide such requested easements may result in the termination of water service.

The Corporation shall have the right to locate a water service meter and pipe, necessary to connect the meter on the property of the Member at a point to be chosen by the Corporation and shall have access to its property on the Member's premises at all time for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the Members premises.

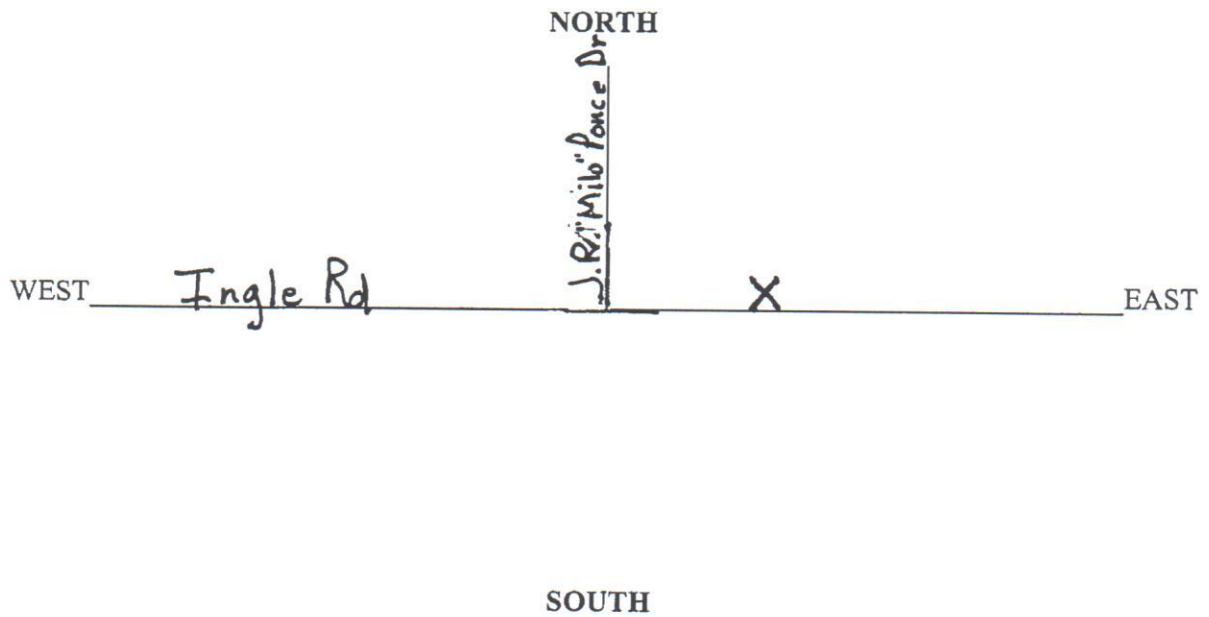
If the customer fails to comply with the terms of the Service Agreement, the Corporation may at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

Member, _____ Co-Owner/Spouse N/A

for: Ysidalgo County Pct #4

*** PLEASE STAKE METER LOCATION WITH NAME ON STAKE ***
STAKE SHOULD BE AT LEAST 3 FEET HIGH.

Make map showing closest crossroads.



INFORMATION DISCLOSURE

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$1.00 to cover the cost of set-up and implementation order for \$1.00 to:

North Alamo Water Supply Corporation
420 South Doolittle Road
Edinburg, TX 78539

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS. We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) an consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Need all information and signature

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$1.00 for this service.

N/A

Name of Account Holder

Account Number

Address

Area Code/Telephone

City State Zip Code

Signature