



# Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 18, 2006

Honorable Ramon Garcia  
County Judge, County of Hidalgo  
P.O. Box 1356  
Edinburg, Texas 78540

ATTN: Mr. Valde Guerra, Hidalgo County Budget Officer

**RE: Executed Advance Funding Agreement**  
**CSJ: 0921-02-169**  
**Project: Nolana Loop**


Dear Judge Garcia:

Enclosed for your records is a fully executed Advance Funding Agreement between the State of Texas and the County of Hidalgo for the Nolana Loop Project from FM 1426 to FM 88. With the County managing the project and TxDOT just providing oversight and reimbursement of eligible expenses, please be reminded that there are specific requirements in the agreement regarding items such as procurement of professional services and right-of-way acquisition that must be adhered to.

In our oversight role, we will need to review and approve your consultant selection process, the selected consultant's fee, and all other expenses that will be submitted for reimbursement prior to the costs being incurred. Note also that reimbursement submittals will need to include documentation of actual costs, evidence of the work performed, and proof that the work has already been paid for by the County. Any costs incurred prior to TxDOT's signature date on the agreement will not be eligible for reimbursement.

If you have any questions, please feel free to contact myself or our District Design/Bridge Engineer, Mr. Jody R. Ellington, P. E., at (956) 702-6100.

Sincerely,

  
Mario Jorge, P. E.  
Pharr District Engineer

Enclosures

cc: Hector Gonzalez, P.E.  
Jody Ellington, P.E.  
District File

2006 AUG 23 PM 10 46

BUDGET OFFICE  
HIDALGO COUNTY

CSJ #0921-02-169  
District # Pharr (021)  
Code Chart 64 # 50109  
Project: Nolana Loop

# ORIGINAL

STATE OF TEXAS §

COUNTY OF TRAVIS §

## LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT For An Off-System Roadway Project

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order 110266, authorizing the State to undertake a highway improvement generally described as the Nolana Loop from FM 1426 to FM 88, Hidalgo County and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated June 6, 2006 which is attached hereto and made a part hereof as Attachment "A" for the Nolana Loop at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### AGREEMENT

#### 1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

#### 2. Scope of Work

Schematics, public involvement, environmental impact studies, plan preparation and right of way acquisition.

### 3. **Local Project Sources and Uses of Funds**

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs ~~that have been approved by the Texas Transportation Commission~~. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project.
- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party.  
If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in

Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.

- i. If the Local government is an Economically Disadvantaged County and if the Texas Transportation Commission has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **4. Termination of this Agreement**

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

#### **5. Amendments**

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless determined to be a compensable utility eligible for reimbursement, the Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities**

Not applicable at this time.

**12. Project Maintenance**

Not applicable at this time.

**13. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

If the Local Government is eligible and seeking reimbursement for Right of Way and Real Property Acquisition, the following additional requirements apply:

- A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B. In the event real property is donated to the Local Government after the execution date of the Local Transportation Project Advanced Funding Agreement and the State's issuance of a letter of funding authority, the Local Government shall not use the fair market value of the donated property as matching funds towards the Local Government's financial share of this project. The State will not reimburse the Local Government for any real property acquired before the execution date of the Local Transportation Project Advanced Funding Agreement and the State's issuance of a letter of funding authority.
- C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for concurrence prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values (ROW-A-10) so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, with itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these values.
- E. Reimbursement for eligible items will be made to the Local Government in accordance with the Federal, State and Local Government participation shown in Attachment "C". Reimbursement for real property costs will be based on the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, court costs and expenses incurred in condemnation proceedings, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses. Attached Exhibit "A" Provides a Breakdown of Items eligible for reimbursement.

**14. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Local Government:</b> Honorable Ramon Garcia Hidalgo County Judge P.O. Box 1356 Edinburg, Texas, 78520	<b>State:</b> Mr. Mario Jorge, P.E. Pharr District Engineer 600 W. US 83 Expressway P.O. Box 1717 Pharr, Texas 78577-1717
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**15. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

**18. Compliance with Laws**

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

**24. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**25. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

**27. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

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

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **28. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## **29. Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ #0921-02-169  
District # Pharr (021)  
Code Chart 64 # 50109  
Project: Nolana Loop

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

*Ramon Garcia*  
Name

Honorable Ramon Garcia, Hidalgo County Judge  
Printed Name and Title

APPROVED BY  
COMMISSIONERS' COURT

ON: *June 14, 2006*  
*f. l. l. l.*

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

*Janice Mullenix*  
Janice Mullenix  
Director of Contract Services Section  
Office of General Counsel  
Texas Department of Transportation

*August 15, 2006*  
Date

CSJ # 0921-02-169  
District # Pharr (021)  
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**ATTACHMENT A**  
**Resolution or Ordinance**

CSJ # 0921-02-169

District # Pharr (021)

Code Chart 64 # 50109

Project: Nolana Loop

### ATTACHMENT B Location Map Showing Project



**ATTACHMENT C**  
**Project Budget**

A total of \$1,600,000.00 in SAFETEA-LU Federal funding has been allocated for the project. This Federal funding is capped and requires a 20% Local Government match (\$ 400,000), resulting in a total funding of \$2,000,000. The Local Government is 100% responsible for all project costs above the capped Federal participation. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimate Cost	Federal Participation (Capped)		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Schematics, Public Involvement, Environmental Impact Studies and Preliminary Engineering (\$1,300,000.00), as well as right-of-way acquisition (\$1,200,000.00)	\$2,500,000.00	80% for the first \$2,000,000	\$1,600,000.00	0%	\$ 0.00	20% for the first \$2,000,000	\$ 400,000.00
Construction and Construction Engineering & Contingencies	n/a at this time					100% for all costs above \$ 2,000,000	\$500,000.00
<b>TOTAL</b>	<b>\$2,500,000.00</b>	<b>\$ 1,600,000.00</b>		<b>\$ 0.00</b>		<b>\$900,000.00</b>	

It is understood that the above costs are estimates only. Final participation amounts will be based on actual charges to the project, taking into account the capped Federal funding outlined above.

Reimbursement for expenses incurred by the Local Government in performing this work need to include documentation of the actual costs, evidence of the work performed, and proof that the work has already been paid for by the Local Government. Services provided prior to the date of the executed Advance Funding Agreement will not be eligible for reimbursement.

The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall have such materials readily available in case of an audit required by the State.

If the Local Government is the owner of any part of a project site, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to review and approve the work.

In lieu of using the State procedures outlined in 43 TAC, Sec. 21.31-21.51 the Local Government may use its local utility accommodation policy. The Local Government will notify the affected utility companies of the required work. The Local Government shall be responsible for all costs associated with the adjustment, removal or relocation of such utility facilities. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the Local Government will be responsible for all costs

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associated with the additional utility work, unless this work is provided by the owners of the utility facilities.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws.

The Local Government shall prepare and submit the PS&E to the State in standard TxDOT format. All work is to be done in English units, with plans provided on 11" x 17" chronar sheets. The State will review the PS&E submitted by the Local Government and the Local Government will make all necessary revisions identified by the State.

CSJ # 0921-02-169

District # Pharr (021)

Code Chart 64 # 50109

Project: Nolana Loop

**EXHIBIT "A"**

<b>Task Description</b>	<b>Local Government Responsibility for Performance</b>	<b>Reimbursable</b>	<b>State Responsibility for Performance</b>
Preparation of ROW Map	X	Yes	
Title Investigation	X	Yes	
Title Policy	X	Yes	
Appraisal Report	X	Yes	
Appraisal Review	X	Yes	
ROW A-10 Tabulation Form	X	Yes	
Supplemental Appraisal Report		X ( Only if Needed)	
Negotiations	X	No	
Excess Takings	X	No	
Compensable Utility Relocation	X	Yes	
TxDOT Approved Administrative Settlement	X	Yes	
LPA Administrative Settlement W/O TxDOT Approval	X	No	
Court, Special Commissioners Costs & Appraisal Expenses	X	Yes	
Cleanup of Contaminated Parcels	X	No	
Fencing	X	Yes	
All Recording Fees	X	Yes	
All Other Administrative Fees	X	No	
Relocation Assistance And Payments	X	Yes	

4. Presentation for discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and County of Hidalgo, covering schematics, public involvement, environmental studies, plan preparation and right of way acquisition for the South McColl Roadway Project from Orangewood Drive to Dicker Rd. and From Highway 281 (Military Rd.) to 0.5 miles South
5. Authority for County Judge to sign the required documents: Advance Funding Agreement, Project: South McColl Rd. CSJ: 0921-02-171
6. Presentation for discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and County of Hidalgo, covering schematics, public involvement, environmental studies, plan preparation and right of way acquisition for the **Nolana Loop Project from FM 1426 East to FM 88**
7. **Authority for County Judge to sign the required documents: Advance Funding Agreement, Project: Nolan Loop, CSJ: 0921-02-169**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #4 thru 7 subject to funding.

**H. Discussion, consideration & approval of renewal applications as it pertains to Hidalgo County Insurance Policies (i.e. Law Enforcement, Public Officials, Gen. Liability, etc.)**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Judge Garcia returns to the Court.

**I. County Judge:**

1. Discussion, consideration and approval of hiring freeze waiver request to create temporary positions (through December 31, 2006)

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval for slots # 003, 005, 012, 018 & 016.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to go into Executive Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072.

**16. Closed Session: (SEE EXHIBIT S)**

**Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:**

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. C-1233-06-H; Beatriz Garcia and Maria Norma Cruz vs. County of Hidalgo and Norma Longoria

NO ACTION taken on items A thru C in Close Session.